

NOTICE OF REGULAR MEETING

CITY COUNCIL

DATE	TIME	PLACE
NOVEMBER 17, 2015	Immediately following Municipal Authority Meeting	COUNCIL CHAMBERS

AGENDA

1. Call to Order
2. Roll Call
3. Comments from the Audience
4. Consent Agenda
 - a. Minutes Approval
 1. City Council - Regular Meeting - Nov 3, 2015 6:30 PM
 - b. Receive and Acknowledge Receipt of Claims List
 - c. Budget Amendment to Transfer the FY16 Budget Amounts from the General Fund Recreation (Dept 24) to the Newly Created Recreation Fund (Fund 10) for 1) a Net Increase of \$38,500 to the Recreation Fund (Fund 10); and 2) a Net Decrease of (\$38,500) to the General Fund (Fund 01).
 - d. Acknowledge Receipt of ODEQ Permits for Housing Additions; Laurel Homes Phase 15: ODEQ Water Permit #WL000033141088 and Hunter Pointe Phase 11: ODEQ Water Permit #WL000033150765 and ODEQ Sewer Permit #SL000033150766
5. Consider, Discuss and Vote to Approve ARAC Ordinance # 2015_____ to Update City of Altus Code of Ordinances to Add the Altus Recreation Advisory Committee And/Or Any Other Appropriate Action
6. Consider, Discuss and Vote to Approve 1) Emergency OMRF Ordinance No. 2015-_____ and Emergency City Ordinance No. 2015-_____ Adding Section 22-20(A)(26) to Amend the City's Defined Benefit Plan for Eligible Employees to Amend the Definition of "Employee" to Include the City Manager and the Assistant City Manager in the DB (Defined Benefit) Plan Only and Approve a New OMRF Master Defined Benefit Plan Joinder Agreement as Exhibit A; 2) Declaring an Emergency with an Effective Date of November 1, 2015; or Take Any Other Appropriate Action.

7. Consider, Discuss and Vote to Approve 1) Emergency OMRF Ordinance No. 2015-____ and Emergency City Ordinance No. 2015-____ Amending the City's Defined Contribution (DC) Plan for the Position of Assistant City Manager and Adding Section 22-7(A)(15) to the Altus Code to Amend the City's DC (Defined Contribution) Plan for Eligible Employees to Amend the Definition of "Employee" to Exclude Any Person who Holds the Position of Assistant City Manager on or After August 19, 2015 and Approve a New OMRF Master Defined Contribution Plan Joinder Agreement as Exhibit A; 2) Declaring an Emergency with an Effective Date of November 1, 2015; or Take Any Other Appropriate Action.
8. Consider, Discuss and Vote to Approve 1) Emergency OMRF Ordinance No. 2015-____ and Emergency City Ordinance No. 2015-____ Amending the City's Defined Contribution (DC) Plan for the Position of City Manager and Adding Section 22-7(A)(14) to the Altus Code to Amend the City's DC (Defined Contribution) Plan for Eligible Employees to Amend the Definition of "Employee" to Exclude Any Person who Holds the Position of City Manager on or After May 18, 2015 and Approve a New OMRF Master Defined Contribution Plan Joinder Agreement as Exhibit A; 2) Declaring an Emergency with an Effective Date of November 1, 2015; or Take Any Other Appropriate Action.
9. Consider, Discuss and Vote to Approve a Request from an Employee to Receive a Lump Sum Payment of Retirement Benefits.
10. Consider, Discuss and Vote to Approve Resolution No. 2015-____ Directing Filing and Notification to the Public of the Publication of Supplement #35 to the Altus City Code 1980, or Take Any Other Appropriate Action.
11. Consider, Discuss and Vote to Approve Resolution No. 2015-____ Declaring the Selection of the Professional Engineering Firm to Perform Bridge Inspections for the City of Altus in Accordance with the National Bridge Inspection Standards Under ODOT Bridge Inspection Contracts for April 1, 2016 to March 31, 2018; And/Or Any Other Appropriate Action
12. Consider, Discuss and Vote to Approve the Design Drawings for the Mesquite Meadows Addition Proposed for Development by George Nassany, Manager, Nassany Land Company LLC; And/Or Any Other Appropriate Action
13. Consider, Discuss and Vote to Authorize Mayor to Sign the Contract Approving Recommendation to Purchase Website Redesign and Hosting from CivicPlus (GSA Contract # GS-35F-0124U), 302 S. 4Th Street, Suite 500, Manhattan, KS 66502 And/Or Any Other Appropriate Action
14. Consider, Discuss and Vote to Approve a Memorandum of Understanding (MOU) Between the City of Altus and the Jackson County Health Department to Authorize the Use of the Altus Community Center During a Public Health Emergency Response, or Take Any Other Appropriate Action.
15. Consider, Discuss and Vote to Approve a Memorandum of Understanding (MOU) Between the City of Altus and the Jackson County Health Department to Authorize the Use of the Altus City Gym During a Public Health Emergency Response, or Take Any Other Appropriate Action.

16. Review, discuss and possible action on other new business, if any, which has arisen since the posting of the agenda and which could not have been reasonably foreseen prior to posting of the agenda. (25 O.S.A. Section 3 -111 (9))

17. Mayor's Appointments

18. City Manager's comments and reports (discussion only)

19. City Council's member's comments and reports

20. Mayor's comments and reports

21. Adjourn

Next Resolution No. 40

Next Ordinance No. 24

The City of Altus encourages participation from all of its citizens. If participation at any public meeting is not possible due to a disability, notification to the Mayor's office at least 48 hours prior to the scheduled meeting is encouraged to make the necessary accommodations. The City may waive the 48 hour rule if signing is not the necessary accommodation. Call 481-2202 to make the necessary arrangements. We will accommodate you anytime and in every way possible. Just call and let us know your needs.

To be completed by person filing notice:

NAME:	<u>Debbie Davis</u>
TITLE:	<u>City Clerk</u>
ADDRESS:	<u>509 S. Main</u>
	<u>Altus, OK 73521</u>
PHONE:	<u>(580) 481-2216</u>

Filed in the office of the City Clerk/Treasurer at _____ a.m./p.m. on _____.

Signed: _____
Clerk/Deputy Clerk

**ALTUS CITY COUNCIL MEETING
MINUTES
NOVEMBER 3, 2015**

1. CALL TO ORDER

The City Council of Altus, Jackson County met in regular session Tuesday, November 3, 2015 at 7:02 p.m. in the Council Chambers of City Hall. Notice of the agenda was duly filed and posted in the office of the City Clerk, Monday, November 2 at 12:43 p.m.

2. ROLL CALL

Present: Chris Riffle, Doyle Jencks, Rick Henry, Jon Kidwell, Jason Winters, Dwayne Martin, Perry Shelton, Jack Smiley

Absent: Kevin McAuliffe

Othesr Present: David Fuqua, Matt Wojnowski, Catherine Coke, Jan Neufeld, Debbie Davis, Donita Beers, Sharon Sutton, Linda Walker, Mike Villareal, Jerry Gibson, Kyle Davis, Daniel, Adams, Freddy Perez, Dennis & Angie Murphy, Lloyd Colston, Ken Pike, Johnny Barron, Barbara Burleson, Tim Murphy, Phillip Beauchamp, Brandi Adams, Gary Brickley, Brian Bush, Altus Firemen, Tommy & Denise Sadler and other public.

Mayor Smiley requested the Executive Session be moved due to the traveling distance for one guest.

10. VOTE TO GO INTO EXECUTIVE SESSION

RESULT:.	APPROVED [UNANIMOUS]
MOVER:	Rick Henry, Councilman
SECONDER:	Chris Riffle, Councilman
AYES:	Henry, Shelton, Martin, Jencks, Winters, Kidwell, Riffle, Smiley

EXECUTIVE SESSION ITEMS;

11. CONSIDERATION AND POSSIBLE ACTION TO ENTER INTO EXECUTIVE SESSION TO DISCUSS THE EMPLOYMENT, DISCIPLINING, RESIGNATION AND/OR SEPARATION OF THE CITY MANAGER, AN INDIVIDUAL SALARIED PUBLIC EMPLOYEE, AS AUTHORIZED BY SECTION 307 (B)(1) OF TITLE 25 O.S.A., AND IN OPEN SESSION VOTE TO TAKE ANY APPROPRIATE ACTION.

12. DISCUSS IN EXECUTIVE SESSION THE APPRAISAL OF REAL PROPERTY, THE VALUE OF LEASED GROUNDWATER, PARAGRAPHS 3.2, 5.1 OF THE 2015 ROUND TIMBER GROUNDWATER LEASE AGREEMENT BETWEEN LEONARD KEITH SPEARS AND SHERRY K. SPEARS AND THE CITY AND PARAGRAPHS 2.1---2.3 OF EXHIBIT B TO SAID GROUNDWATER LEASE, AND IN OPEN SESSION, VOTE TO TAKE ANY APPROPRIATE ACTION, AS SPECIFICALLY AUTHORIZED BY SECTION 307 (B)(3) TITLE 25. O.S.A.

Minutes Acceptance: Minutes of Nov 3, 2015 6:30 PM (Minutes Approval)

13. CONSIDER ANY MOTIONS AND VOTES RELATING TO THE EXECUTIVE SESSION ITEM(S).

None

OUT OF EXECUTIVE SESSION AT 10:20 P.M.

ITEM # 11 No Action Taken

ITEM # 12 Update Only

3. COMMENTS FROM THE AUDIENCE

An Altus citizen came before the Council with concerns about negative things being said about the Altus neighborhoods and would like for everyone to have a positive influence toward the community.

4. CONSIDER THE CONSENT AGENDA LISTED BELOW AND VOTE TO APPROVE THE MINUTES, OR APPROVE WITH ANY CHANGES AS NOTED.

A. APPROVE MINUTES FOR ALTUS CITY COUNCIL MEETING ON NOVEMBER 3, 2015.

B. RECEIVE AND ACKNOWLEDGE RECEIPT OF CLAIMS LIST

RESULT:	APPROVED [UNANIMOUS]
MOVER:	Perry Shelton, Councilman
SECONDER:	Jon Kidwell, Councilman
AYES:	Henry, Shelton, Martin, Jencks, Winters, Kidwell, Riffle, Smiley

5. CONSIDER, DISCUSS AND VOTE TO APPROVE ORDINANCE NO. 2015-22 CHANGING THE ZONING CLASSIFICATION OF A 0.64 ACRE TRACT LOCATED SOUTH OF THE 1900 BLOCK OF FALCON ROAD AND ADJACENT TO THE NE CORNER OF THE MESQUITE MEADOWS ADDITION FROM SUBURBAN COMMERCIAL (SC) TO AUTO-URBAN RESIDENTIAL (AR).

RESULT:	APPROVED [UNANIMOUS]
MOVER:	Jon Kidwell, Councilman
SECONDER:	Chris Riffle, Councilman
AYES:	Henry, Shelton, Martin, Jencks, Winters, Kidwell, Riffle, Smiley

Presented by Barbara Burleson - Planning Director

Approved Ordinance No. 2015-22

Minutes Acceptance: Minutes of Nov 3, 2015 6:30 PM (Minutes Approval)

- 6. CONSIDER, DISCUSS AND VOTE TO ACCEPT THE ALTUS CITY PLANNING COMMISSION (ACPC) RECOMMENDATION CONCERNING THE FINAL PLAT OF THE MESQUITE MEADOWS ADDITION AND VOTE TO APPROVE RESOLUTION NO. 2015 _____ TO ACCEPT THE ALTUS CITY PLANNING COMMISSION (ACPC) RECOMMENDATION CONCERNING THE FINAL PLAT FOR THE MESQUITE MEADOWS ADDITION.**

This item presented by Barbara Burleson, Planning Director

RESULT:	TABLED [UNANIMOUS]	Next: 11/17/2015 6:30 PM
MOVER:	Rick Henry, Councilman	
SECONDER:	Chris Riffle, Councilman	
AYES:	Henry, Shelton, Martin, Jencks, Winters, Kidwell, Riffle, Smiley	

- 7. CONSIDER, DISCUSS AND VOTE TO APPROVE THE SELECTION OF BOYNTON WILLIAMS & ASSOCIATES AS THE ARCHITECTURAL FIRM TO PLAN, DESIGN OF THE NEW ALTUS FIRE DEPARTMENT - CENTRAL FIRE STATION TO BE FUNDED FROM MAPS, OR TAKE ANY OTHER APPROPRIATE ACTION.**

This item presented by Phillip Beauchamp, Engineering Tech

RESULT:	APPROVED [UNANIMOUS]
MOVER:	Rick Henry, Councilman
SECONDER:	Perry Shelton, Councilman
AYES:	Henry, Shelton, Martin, Jencks, Winters, Kidwell, Riffle, Smiley

- 8. CONSIDER, DISCUSS AND VOTE TO APPROVE A MUTUAL AID AGREEMENT BETWEEN AIR EVAC LIFETEAM ("AIR EVAC") AND THE CITY OF ALTUS AS AUTHORIZED BY STATE LAW, AND AUTHORIZE SIGNATURES.**

RESULT:	APPROVED [UNANIMOUS]
MOVER:	Perry Shelton, Councilman
SECONDER:	Doyle Jencks, Council Member
AYES:	Henry, Shelton, Martin, Jencks, Winters, Kidwell, Riffle, Smiley

This item presented by Lloyd Colston, Emergency Services Director

- 9. CONSIDER, DISCUSS AND VOTE TO APPROVE ORDINANCE NO. 2015-23 AMENDING THE CODE OF ORDINANCES, CITY OF ALTUS, OKLAHOMA, CHAPTER 17, MOTOR VEHICLES AND TRAFFIC BY ADDING SECTION 17-9 CREATING A "\$100.00 MOTOR VEHICLE IMPOUNDMENT FEE," SEPARATE FROM ANY ISSUED CITATIONS AND RESULTING FINES, COSTS, OR FEES; CREATING A "POLICE VEHICLE EQUIPMENT FUND", A SPECIAL ACCOUNT INTO WHICH ALL IMPOUNDMENT FEES WILL BE DEPOSITED; AND SPECIFYING POSSIBLE USES FOR THE EXPENDITURES OF FUNDS FROM THIS SPECIAL ACCOUNT.**

This item presented by Tim Murphy, Police Chief.

Approved as written to create a separate fund.

Amended to create a **Separate Account**.

Both the Mover & Seconder agreed to create a **Separate Account**.

RESULT:	APPROVED [UNANIMOUS]
MOVER:	Perry Shelton, Councilman
SECONDER:	Jon Kidwell, Councilman
AYES:	Henry, Shelton, Martin, Jencks, Winters, Kidwell, Riffle, Smiley

14. REVIEW, DISCUSS AND POSSIBLE ACTION ON OTHER NEW BUSINESS, IF ANY, WHICH HAS ARISEN SINCE THE POSTING OF THE AGENDA AND WHICH COULD NOT HAVE BEEN REASONABLY FORESEEN PRIOR TO POSTING OF THE AGENDA. (25 O.S.A., SECTION 3-111 (9)).

None

15. MAYOR'S APPOINTMENTS

None

10. ADJOURN – 10:40 P.M.

Next Resolution No. 40

Next Ordinance No. 24

Jack Smiley, Mayor

Debbie Davis/Clerk/Treasurer

Minutes Acceptance: Minutes of Nov 3, 2015 6:30 PM (Minutes Approval)

Item No. _____

Date: November 17, 2015

AGENDA ITEM COMMENTARY

ITEM TITLE: Receive and Acknowledge Receipt of Claims List

INITIATOR: Cindy Young, Purchasing Tech.

STAFF INFORMATION SOURCE: Cindy Young, Purchasing Tech.

STAFF RECOMMENDATION: Stated Council Action



City of

ALTUS

Altus, OKLAHOMA 73521 - (580) 477-1950

A PROUD HERITAGE

A PROMISING FUTURE TO SHARE!

MAYOR
JACK SMILEYCITY MANAGER
DAVID FUQUA

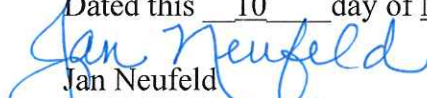
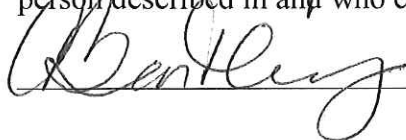
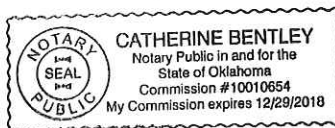
COUNCIL

Doyle Jencks
Rick Henry
Chris Riffle
Jason Winters
Perry Shelton
Kevin McAuliffe
Dwayne Martin
Jon Kidwell

November 10, 2015

To the Honorable Mayor and Members of the City Council
City of Altus, Oklahoma

I hereby certify that the amount of this encumbrance has been entered against the designated appropriation accounts and that this encumbrance is within the authorized available balance of said appropriation.

Dated this 10 day of November, 2015.

 Jan Neufeld
 Chief Financial Officer
State of OklahomaCounty of JacksonOn this 10 day of November, 2015 before me personally appeared Jan Neufeld, to me known to be the person described in and who executed the foregoing instrument.

My Commission Expires: 12/29/2018

FUND: 01 - GENERAL FUND (01)

SUMMARY REPORT

4.b.a

P.O.#	VENDOR #	NAME	SUMMARY DESCRIPTION	DATE	INVOICE	AMOUNT
DEPARTMENT: 02 ADMINISTRATIVE SERVICES						
16-1261	01-01490	CENTERPOINT ENERGY RESOURCEN	NATURAL GAS	10/2015	201510290086	24.46
16-1194	01-042116	OKLA MUNICIPAL ASSURANCE GRV	VEHICLE AND LIABILITY	10/2015	201510280077	41,862.25
16-1234	01-043403	AT&T, INC	TELEPHONE SERVICE	10/2015	201510280073	1,309.00
16-1236	01-043737	VERIZON WIRELESS	CELL PHONE CHARGES	10/2015	9754066123	83.66
16-1259	01-043737	VERIZON WIRELESS	TELECOMMUNICATION SERVICE	10/2015	9754066122	40.01
16-1233	01-13258	BUGMASTER INC.	PEST CONTROL	10/2015	201510280071	144.00
DEPARTMENT TOTAL:						43,463.38
DEPARTMENT: 05 MUNICIPAL COURT						
16-1204	01-04126	DOBBS & BRINKMAN, INC	NOTARY	10/2015	201510290080	65.00
16-1232	01-042771	TYLER TECHNOLOGIES, INC. -	INCODE TRAINING	10/2015	201510280072	250.00
DEPARTMENT TOTAL:						315.00
DEPARTMENT: 07 POLICE-TRAFFIC DIVISION						
16-1106	01-044073	COAST TO COAST, INC	Toner	10/2015	A1394099	299.98
DEPARTMENT TOTAL:						299.98
DEPARTMENT: 08 POLICE-DETECTIVE DIV						
16-1236	01-043737	VERIZON WIRELESS	CELL PHONE CHARGES	10/2015	9754066123	90.49
DEPARTMENT TOTAL:						90.49
DEPARTMENT: 09 POLICE ADMINISTRATION						
16-1236	01-043737	VERIZON WIRELESS	CELL PHONE CHARGES	10/2015	9754066123	136.79
16-1240	01-06054	FEDEX	SHIPPING	10/2015	5-155-17485-2	65.22
DEPARTMENT TOTAL:						202.01
DEPARTMENT: 10 POLICE-ANIMAL CONTROL						
16-1235	01-01490	CENTERPOINT ENERGY RESOURCEN	NATURAL GAS	10/2015	201510280074	36.14
16-1258	01-041825	CABLE ONE	INTERNETSERVICE	10/2015	201510290084	43.70
16-1004	01-043437	JAYMAR PLUMBING	WATER LEAK	10/2015	6354	275.00
16-1208	01-043593	PAUL BROWN PEST CONTROL	SPRAY YARD AT AC	10/2015	4448	75.00
16-1236	01-043737	VERIZON WIRELESS	CELL PHONE CHARGES	10/2015	9754066123	21.55
DEPARTMENT TOTAL:						451.39

Attachment: CITY CLAIMS LIST (1107 : Claims List)

FUND: 01 - GENERAL FUND (01)

SUMMARY REPORT

4.b.a

P.O.#	VENDOR #	NAME	SUMMARY DESCRIPTION	DATE	INVOICE	AMOUNT
DEPARTMENT: 11 FIRE DEPARTMENT						
16-1220	01-01490	CENTERPOINT ENERGY RESOURCEN	NATURAL GAS	10/2015	201510290078	62.26
16-1235	01-01490	CENTERPOINT ENERGY RESOURCEN	NATURAL GAS	10/2015	201510280074	23.46
16-1259	01-043737	VERIZON WIRELESS	TELECOMMUNICATION SERVICE	10/2015	9754066122	160.04
16-1109	01-10063	JANUS SUPPLY CO., INC	CLEANING SUPPLIES	10/2015	91149	52.40
16-1108	01-12080	LEE OFFICE EQUIPMENT, INC.	PAPER TOWELS	10/2015	227471	92.76
16-1233	01-13258	BUGMASTER INC.	PEST CONTROL	10/2015	201510280071	94.00
DEPARTMENT TOTAL:						484.92
DEPARTMENT: 13 PARKS						
16-1233	01-13258	BUGMASTER INC.	PEST CONTROL	10/2015	201510280071	80.00
DEPARTMENT TOTAL:						80.00
DEPARTMENT: 14 CEMETERY						
16-1236	01-043737	VERIZON WIRELESS	CELL PHONE CHARGES	10/2015	9754066123	37.28
16-1259	01-043737	VERIZON WIRELESS	TELECOMMUNICATION SERVICE	10/2015	9754066122	40.01
16-1233	01-13258	BUGMASTER INC.	PEST CONTROL	10/2015	201510280071	58.00
DEPARTMENT TOTAL:						135.29
DEPARTMENT: 15 BLDG MAINT						
16-1261	01-01490	CENTERPOINT ENERGY RESOURCEN	NATURAL GAS	10/2015	201510290086	46.59
16-0991	01-041903	A-1 GLASS & MIRROR. LLC	library-glass	10/2015	201510280076	468.85
16-1211	01-045097	RODNEY L. HILL	ASBESTOS & LEAD INSPECTIO	10/2015	1	750.00
16-1233	01-13258	BUGMASTER INC.	PEST CONTROL	10/2015	201510280071	164.00
DEPARTMENT TOTAL:						1,429.44
DEPARTMENT: 17 PARKS/REC ADMINISTRATION						
16-1236	01-043737	VERIZON WIRELESS	CELL PHONE CHARGES	10/2015	9754066123	41.83
16-1259	01-043737	VERIZON WIRELESS	TELECOMMUNICATION SERVICE	10/2015	9754066122	40.01
DEPARTMENT TOTAL:						81.84

Attachment: CITY CLAIMS LIST (1107 : Claims List)

FUND: 01 - GENERAL FUND (01)

SUMMARY REPORT

4.b.a

P.O.#	VENDOR #	NAME	SUMMARY DESCRIPTION	DATE	INVOICE	AMOUNT
DEPARTMENT: 20 PLANNING DEPARTMENT						
16-1236	01-043737	VERIZON WIRELESS	CELL PHONE CHARGES	10/2015	9754066123	125.49
16-1259	01-043737	VERIZON WIRELESS	TELECOMMUNICATION SERVICE	10/2015	9754066122	160.04
DEPARTMENT TOTAL:						285.53
DEPARTMENT: 24 RECREATION						
16-1235	01-01490	CENTERPOINT ENERGY RESOURCEN	NATURAL GAS	10/2015	201510280074	50.53
16-1106	01-044073	COAST TO COAST, INC	Toner	10/2015	A1394099	69.99
16-1172	01-044393	DR. PERPPER	CONCESSION	10/2015	197775	926.25
16-1202	01-044449	SW OKLA OFFICALS ASS.	FOOTBALL	10/2015	201510290079	990.00
16-1231	01-044476	MGW ENTERPRISE, LLC	GIRLS BASKETBALL	10/2015	925056300	5,376.00
DEPARTMENT TOTAL:						7,412.77
DEPARTMENT: 27 EMERGENCY SERVICES						
16-1236	01-043737	VERIZON WIRELESS	CELL PHONE CHARGES	10/2015	9754066123	6.73
16-1259	01-043737	VERIZON WIRELESS	TELECOMMUNICATION SERVICE	10/2015	9754066122	40.01
DEPARTMENT TOTAL:						46.74
DEPARTMENT: 29 INFORMATION SYSTEMS						
16-1221	01-043737	VERIZON WIRELESS	TELEPHONE SERVICE	10/2015	9754066125	25.71
16-1236	01-043737	VERIZON WIRELESS	CELL PHONE CHARGES	10/2015	9754066123	103.66
16-1237	01-09028	TYLER TECHNOLOGIES-INCODE D	Incode Annual Renewal	10/2015	025-137726	42,410.91
DEPARTMENT TOTAL:						42,540.28
DEPARTMENT: 32 POOL						
16-1220	01-01490	CENTERPOINT ENERGY RESOURCEN	NATURAL GAS	10/2015	201510290078	486.65
16-1233	01-13258	BUGMASTER INC.	PEST CONTROL	10/2015	201510280071	48.00
DEPARTMENT TOTAL:						534.65
DEPARTMENT: 33 FINANCE DEPARTMENT						
16-1142	01-01310	ALTUS PRINTING CO., INC.	ENVELOPES	10/2015	40196	136.00
DEPARTMENT TOTAL:						136.00

Attachment: CITY CLAIMS LIST (1107 : Claims List)

FUND: 01 - GENERAL FUND (01)

SUMMARY REPORT

4.b.a

P.O.#	VENDOR #	NAME	SUMMARY DESCRIPTION	DATE	INVOICE	AMOUNT
DEPARTMENT: 34 PERSONNEL DEPARTMENT						
16-1236	01-043737	VERIZON WIRELESS	CELL PHONE CHARGES	10/2015	9754066123	29.15
DEPARTMENT TOTAL:						29.15
DEPARTMENT: 41 PUBLIC GOLF COURSE						
16-1220	01-01490	CENTERPOINT ENERGY RESOURCENATURAL GAS		10/2015	201510290078	23.23
16-1258	01-041825	CABLE ONE	INTERNETSERVICE	10/2015	201510290084	78.76
16-1236	01-043737	VERIZON WIRELESS	CELL PHONE CHARGES	10/2015	9754066123	35.29
16-1233	01-13258	BUGMASTER INC.	PEST CONTROL	10/2015	201510280071	72.00
DEPARTMENT TOTAL:						209.28
FUND TOTAL:						98,228.14

Attachment: CITY CLAIMS LIST (1107 : Claims List)

FUND: 03 - WORKERS COMP FUND (03)

SUMMARY REPORT

4.b.a

P.O.#	VENDOR #	NAME	SUMMARY DESCRIPTION	DATE	INVOICE	AMOUNT
-------	----------	------	---------------------	------	---------	--------

DEPARTMENT: 02 WORKMANS COMP

16-1253	01-043250	CROWE & DUNLEVY	W/C ATTORNEY FEE/EXPENSES	10/2015	590864	1,346.90
---------	-----------	-----------------	---------------------------	---------	--------	----------

16-1252	01-044941	MITCHELL PHARMACY SOLUTIONS	W/C MED REFILL	10/2015	4260233	69.17
---------	-----------	-----------------------------	----------------	---------	---------	-------

DEPARTMENT TOTAL: 1,416.07

FUND TOTAL: 1,416.07

Attachment: CITY CLAIMS LIST (1107 : Claims List)

FUND: 14 - AIRPORT FUND (14)

SUMMARY REPORT

4.b.a

P.O.#	VENDOR #	NAME	SUMMARY DESCRIPTION	DATE	INVOICE	AMOUNT
DEPARTMENT: 31 AIRPORT						
16-1220	01-01490	CENTERPOINT ENERGY RESOURCEN	NATURAL GAS	10/2015	201510290078	93.48
16-1260	01-043084	TOUCHTONE	LONG DISTANCE SERVICE	10/2015	201510290085	9.33
16-1236	01-043737	VERIZON WIRELESS	CELL PHONE CHARGES	10/2015	9754066123	6.73
16-1233	01-13258	BUGMASTER INC.	PEST CONTROL	10/2015	201510280071	45.00
DEPARTMENT TOTAL:						154.54
FUND TOTAL:						154.54

Attachment: CITY CLAIMS LIST (1107 : Claims List)

FUND: 01 - GENERAL FUND (01)

SUMMARY REPORT

4.b.a

P.O.#	VENDOR #	NAME	SUMMARY DESCRIPTION	DATE	INVOICE	AMOUNT
DEPARTMENT: 02 ADMINISTRATIVE SERVICES						
16-1302	01-041406	CRAWFORD & ASSOCIATES, P.C.	CONSULTING SERVICES	10/2015	9348	6,488.75
16-1012	01-041793	R.B. ELECTRIC	ELECTRIC	11/2015	3744	446.68
16-1276	01-043403	AT&T, INC	TELEPHONE SERVICE	11/2015	201511030099	2,697.96
16-1289	01-044228	SCHINDLER ELEVATOR CORPORAT	QEI WITNESS ANNUAL SAFETY	11/2015	7152239120	359.11
16-1312	01-12080	LEE OFFICE EQUIPMENT, INC.	COPIER USAGE	11/2015	90907	105.60
DEPARTMENT TOTAL:						10,098.10
DEPARTMENT: 07 POLICE-TRAFFIC DIVISION						
16-1245	01-044623	MTM RECOGNITION	WALLET BADGE	10/2015	5801896	279.60
16-1320	01-044937	BILLY FOWLER	TUITION REIMBURSEMENT	11/2015	201511060120	834.75
16-1266	01-23180	WILMES SUPERSTORE, INC.	10-61 REPAIRS FROM ACCIDE	10/2015	108566	1,723.06
DEPARTMENT TOTAL:						2,837.41
DEPARTMENT: 08 POLICE-DETECTIVE DIV						
16-1309	01-042974	ENTERSECT, LLC	USER FEE	11/2015	1015EP31265	79.00
16-1311	01-044808	LEADS ONLINE	SERVICE RENEWAL	11/2015	233965	2,238.00
DEPARTMENT TOTAL:						2,317.00
DEPARTMENT: 09 POLICE ADMINISTRATION						
16-1241	01-10091	JOE ELAM	PSYCHOLOGICAL EVAL	10/2015	3424	160.00
16-0989	01-12080	LEE OFFICE EQUIPMENT, INC.	FAX FOR NEW PRINTER	10/2015	22409	599.00
DEPARTMENT TOTAL:						759.00
DEPARTMENT: 10 POLICE-ANIMAL CONTROL						
16-1249	01-03385	CUSTOM GRAPHICS	T-SHIRT/ UNIFORM	10/2015	201511030096	73.50
16-1296	01-042515	WESTERN PRAIRIE VET HOSP.	21 CANINE EUTHANASIA	11/2015	113327	672.00
16-1187	01-043437	JAYMAR PLUMBING	SEWER LINE	10/2015	6232	125.00
DEPARTMENT TOTAL:						870.50

Attachment: CITY CLAIMS LIST (1107 : Claims List)

FUND: 01 - GENERAL FUND (01)

SUMMARY REPORT

4.b.a

P.O.#	VENDOR #	NAME	SUMMARY DESCRIPTION	DATE	INVOICE	AMOUNT
DEPARTMENT: 11 FIRE DEPARTMENT						
16-1288	01-03274	CLINTON LAUNDRY & CLEANERS,	MONTHLY SERVICE CHARGE	11/2015	201511040101	546.90
DEPARTMENT TOTAL:						546.90
DEPARTMENT: 12 STREET DEPARTMENT						
16-0332	01-23180	WILMES SUPERSTORE, INC.	VEHICLES FOR VARIOUS DEP	11/2015	201511050108	23,997.93
DEPARTMENT TOTAL:						23,997.93
DEPARTMENT: 13 PARKS						
16-1218	01-042139	KENNY'S SIGN GRAPHX, LLC	SING	10/2015	15335	580.00
16-1285	01-25000	WESTERN EQUIPMENT, LLC	POLE SAW	11/2015	820882	584.99
DEPARTMENT TOTAL:						1,164.99
DEPARTMENT: 14 CEMETERY						
16-1285	01-25000	WESTERN EQUIPMENT, LLC	POLE SAW	11/2015	820882	584.99
DEPARTMENT TOTAL:						584.99
DEPARTMENT: 17 PARKS/REC ADMINISTRATION						
16-1290	01-12080	LEE OFFICE EQUIPMENT, INC.	COPIER LEASE	11/2015	E1115	140.00
DEPARTMENT TOTAL:						140.00
DEPARTMENT: 20 PLANNING DEPARTMENT						
16-1275	01-041723	OKLAHOMA CONSTRUCTION	INDUSINSPECTOR LICENSES RENEWA	11/2015	201511030097	105.00
16-1274	01-043146	STANDLEY SYSTEMS	COPIER LEASE	11/2015	INV550752	340.94
DEPARTMENT TOTAL:						445.94
DEPARTMENT: 24 RECREATION						
16-1319	01-044449	SW OKLA OFFICIALS ASS.	REFREE'S REIMBURSEMENT	11/2015	3-1	2,280.00
16-1291	01-12080	LEE OFFICE EQUIPMENT, INC.	CORK BORD	11/2015	224073	184.53
DEPARTMENT TOTAL:						2,464.53

Attachment: CITY CLAIMS LIST (1107 : Claims List)

FUND: 01 - GENERAL FUND (01)

SUMMARY REPORT

4.b.a

P.O.#	VENDOR #	NAME	SUMMARY DESCRIPTION	DATE	INVOICE	AMOUNT
DEPARTMENT: 27 EMERGENCY SERVICES						
16-1273	01-08052	HARMON ELECTRIC ASSOC., INC	ELECTRIC SERVICE	11/2015	201511030098	75.08
DEPARTMENT TOTAL:						75.08
DEPARTMENT: 29 INFORMATION SYSTEMS						
16-1276	01-043403	AT&T, INC	TELEPHONE SERVICE	11/2015	201511030099	125.76
16-1229	01-045098	EDGEWAVE	MEMORY UPGRADE KIT	11/2015	146347	300.00
DEPARTMENT TOTAL:						425.76
DEPARTMENT: 34 PERSONNEL DEPARTMENT						
16-1321	01-041870	WILCOX, BELINDA	CONTRACT LABOR	11/2015	201511050117	225.00
DEPARTMENT TOTAL:						225.00
DEPARTMENT: 38 CITY CLERK-TREASURER						
16-1274	01-043146	STANDLEY SYSTEMS	COPIER LEASE	11/2015	INV549804	186.66
16-1283	01-10042	JACKSON CO. HEALTH DEPART	FOOD HANDLERS	11/2015	201511040104	94.00
DEPARTMENT TOTAL:						280.66
DEPARTMENT: 41 PUBLIC GOLF COURSE						
16-0732	01-01581	ATWOODS	TOOL	11/2015	001143/B	26.99
16-1308	01-042924	LUIGIS	CONCESSION	11/2015	36150	217.50
16-1284	01-13104	MAIN STREET ALTUS, INC.	ADVERTISEMENT	11/2015	201511050109	250.00
16-1255	01-25000	WESTERN EQUIPMENT, LLC	SEAT	10/2015	818282	250.25
DEPARTMENT TOTAL:						744.74
FUND TOTAL:						47,978.53

Attachment: CITY CLAIMS LIST (1107 : Claims List)

FUND: 03 - WORKERS COMP FUND (03)

SUMMARY REPORT

4.b.a

P.O.#	VENDOR #	NAME	SUMMARY DESCRIPTION	DATE	INVOICE	AMOUNT
-------	----------	------	---------------------	------	---------	--------

DEPARTMENT: 02 WORKMANS COMP

16-1322	01-043833	MEDICAL CLAIMS REVIEW SERVIMEDICAL REPRICING		11/2015	201511060118	3.30
---------	-----------	--	--	---------	--------------	------

DEPARTMENT TOTAL: 3.30

FUND TOTAL: 3.30

Attachment: CITY CLAIMS LIST (1107 : Claims List)

FUND: 14 - AIRPORT FUND (14)

SUMMARY REPORT

4.b.a

P.O.#	VENDOR #	NAME	SUMMARY DESCRIPTION	DATE	INVOICE	AMOUNT
-------	----------	------	---------------------	------	---------	--------

DEPARTMENT: 31 AIRPORT

16-1213	01-042886	HOOTEN OIL CO., INC	FUEL TRUCK LEASE	10/2015	0005124-in	2,250.00
---------	-----------	---------------------	------------------	---------	------------	----------

16-0159	01-23185	WING AERO PRODUCTS, INC.	PILOT SUPPLIES FOR RESALE	10/2015	786677	13.95
---------	----------	--------------------------	---------------------------	---------	--------	-------

DEPARTMENT TOTAL: 2,263.95

FUND TOTAL: 2,263.95

Attachment: CITY CLAIMS LIST (1107 : Claims List)

FUND: 16 - HOTEL/MOTEL TAX FUND (16)

SUMMARY REPORT

4.b.a

P.O.#	VENDOR #	NAME	SUMMARY DESCRIPTION	DATE	INVOICE	AMOUNT
-------	----------	------	---------------------	------	---------	--------

DEPARTMENT: 32	HOTEL/MOTEL TAX DEPT				
----------------	----------------------	--	--	--	--

16-1307	01-12051	ALTUS SOUTHWEST AREA	OCTOBER 2015 HOTEL/MOTEL	11/2015	201511050113	24,585.68
---------	----------	----------------------	--------------------------	---------	--------------	-----------

DEPARTMENT TOTAL:	24,585.68
-------------------	-----------

FUND TOTAL:	24,585.68
-------------	-----------

Attachment: CITY CLAIMS LIST (1107 : Claims List)

FUND: 31 - STREET & ALLEY FUND (31)

SUMMARY REPORT

4.b.a

P.O.#	VENDOR #	NAME	SUMMARY DESCRIPTION	DATE	INVOICE	AMOUNT
-------	----------	------	---------------------	------	---------	--------

DEPARTMENT: 12 CAPITAL OUTLAY

16-0070	01-15014	OCT EQUIPMENT INC.	CASE 580 SN BACKHOE	10/2015	300902	96,254.23
---------	----------	--------------------	---------------------	---------	--------	-----------

DEPARTMENT TOTAL: 96,254.23

FUND TOTAL: 96,254.23

Attachment: CITY CLAIMS LIST (1107 : Claims List)

Item No. _____

Date: November 17, 2015

AGENDA ITEM COMMENTARY

ITEM TITLE: Budget Amendment to Transfer the FY16 Budget Amounts from the General Fund Recreation (Dept 24) to the Newly Created Recreation Fund (Fund 10) for 1) a Net Increase of \$38,500 to the Recreation Fund (Fund 10); and 2) a Net Decrease of (\$38,500) to the General Fund (Fund 01).

INITIATOR: Elizabeth Smith

STAFF INFORMATION SOURCE: Jan Neufeld

STAFF RECOMMENDATION: Stated Council Action

City of Altus
Budget Amendment FY 2015-2016
General Fund

Estimated Revenue or Fund Balance

Fund Number	Account Number	Department	Description	Balance Before Amendment	Amount of Amendment Increase (Decrease)	Balance After Amendment
01	461000	Revenue	FY16 recreation budget	60,000.00	(60,000.00)	-
01	464000	Revenue	FY16 ARAC Concessions budget	72,500.00	(72,500.00)	-
01	465000	Revenue	FY16 ARAC Gate Revenue budget	80,000.00	(80,000.00)	-
01	465100	Revenue	FY16 ARAC Sponsorships budget	9,500.00	(9,500.00)	-
01	465200	Revenue	FY16 ARAC Scholarship donations budget	1,500.00	(1,500.00)	-
						-
			Total		(223,500.00)	

Appropriations

Fund Number	Account Number	Department	Description	Balance Before Amendment	Amount of Amendment Increase (Decrease)	Balance After Amendment
01	5-24-5201.122	Recreation	Concession Supplies budget	60,000.00	(60,000.00)	-
01	5-24-5201.124	Recreation	Baseball supplies budget	15,000.00	(15,000.00)	-
01	5-24-5201.126	Recreation	Basketball supplies budget	17,000.00	(17,000.00)	-
01	5-24-5201.127	Recreation	Football supplies budget	12,000.00	(12,000.00)	-
01	5-24-5306.112	Recreation	Referees & Scorekeepers budget	80,000.00	(80,000.00)	-
01	5-24-5309.525	Recreation	PayPal Fees budget	1,000.00	(1,000.00)	-
			Total		(185,000.00)	

Approved by the City Council this
 17th Day of November 2015

This amendment transfers the FY16 budget amounts from the general fund recreation (Dept 24)
 to the newly created recreation fund (Fund 10) for a net amount of (\$38,500).

Approved:

Mayor

Attest:

City Clerk

Posted By _____ Date _____ BA# _____ Pkt.# _____

Attachment: BA 01 11-17 ARAC TO FUND 10 (1101 : Budget Amend to Transfer GF Rec to New Rec Fund)

G:\15Commen\Oct20\BA 01 10-20.01 ARAC

Attachment: BA 01 11-17 ARAC TO FUND 10 (1101 : Budget Amend to Transfer GF Rec to New Rec Fund)

City of Altus
Budget Amendment FY 2015-2016
Recreation Fund

Estimated Revenue or Fund Balance

Fund Number	Account Number	Department	Description	Balance Before Amendment	Amount of Amendment Increase (Decrease)	Balance After Amendment
Recreation						
10	4-02-4110	Revenue	FY16 Enrollment	-	60,000.00	60,000.00
10	4-02-4900	Revenue	FY16 Concessions budget	-	72,500.00	72,500.00
10	4-02-4130	Revenue	FY16 Gate Revenue budget	-	80,000.00	80,000.00
10	4-02-4120	Revenue	FY16 Sponsorships budget	-	9,500.00	9,500.00
10	4-02-7100	Revenue	FY16 Donations budget	-	1,500.00	1,500.00
						-
						-
			Total		223,500.00	

Appropriations

Fund Number	Account Number	Department	Description	Balance Before Amendment	Amount of Amendment Increase (Decrease)	Balance After Amendment
10	5-24-5201.122	Recreation	Concession Supplies budget	-	60,000.00	60,000.00
10	5-24-5201.124	Recreation	Baseball supplies budget	-	15,000.00	15,000.00
10	5-24-5201.126	Recreation	Basketball supplies budget	-	17,000.00	17,000.00
10	5-24-5201.127	Recreation	Football supplies budget	-	12,000.00	12,000.00
10	5-24-5306.112	Recreation	Referees & Scorekeepers budget	-	80,000.00	80,000.00
10	5-24-5309.525	Recreation	PayPal Fees budget	-	1,000.00	1,000.00
						-
						-
						-
						-
			Total		185,000.00	

Approved by the City Council this
 17th Day of November 2015

This amendment transfers the FY16 budget amounts from the general fund recreation (Dept 24)
 to the newly created recreation fund (Fund 10) for a net amount of \$38,500.

Approved:

Mayor

Attest:

City Clerk

Posted By _____ Date _____ BA# _____ Pkt.# _____

Attachment: BA 10 11-17 arac to recreation fund (1101 : Budget Amend to Transfer GF Rec to New Rec Fund)

38,500.00

Attachment: BA 10 11-17 arac to recreation fund (1101 : Budget Amend to Transfer GF Rec to New Rec Fund)

Item No. _____

Date: November 17, 2015**AGENDA ITEM COMMENTARY**

ITEM TITLE: Acknowledge Receipt of ODEQ Permits for Housing Additions; Laurel Homes Phase 15: ODEQ Water Permit #WL000033141088 and Hunter Pointe Phase 11: ODEQ Water Permit #WL000033150765 and ODEQ Sewer Permit #SL000033150766

INITIATOR: Johnny Barron

STAFF INFORMATION SOURCE: Johnny Barron

BACKGROUND: The Oklahoma Department of Environmental Quality (ODEQ) requires all additions to public water and sewer systems to obtain a Permit to Construct as set forth in Public Water Supply Construction Standards OAC 252:626-19-2(h)(1) and OAC 252:626-19-2(h)(2).

Applications for such permits were submitted for Laurel Homes Phase 15 a Hunter Pointe Phase 11. These permits were recently issued by ODEQ. The City of Altus is required to acknowledge receipt of permits. The permits received are as follows:

Project	ODEQ Permit No.	Date Issued	Description
Laurel Homes 15	WL000033141088	10-09-2015	385 feet of 8-inch PVC Water Main 385 feet of 6-inch PVC Water Main
Hunter Pointe 11	WL000033150765	10-20-2015	1,422 feet of 6-inch PVC Water Main
Hunter Pointe 11	SL000033150766	10-20-2015	733 feet of 8-inch PVC Sewer Main

FUNDING: N/A

EXHIBITS: ODEQ Permit Letters

AMA ACTION: Acknowledge Receipt of Stated Permits

STAFF RECOMMENDATION: Stated AMA Action



SCOTT A. THOMPSON
Executive Director

OKLAHOMA DEPARTMENT OF ENVIRONMENTAL QUALITY

MARY FALLIN
Governor

October 09, 2015

Mr. Jack Smiley, Mayor
Altus, City of
5089 S. Main
Altus, Oklahoma 73521

Re: Permit No. WL000033141088
Laurel Homes 15th Addition
Facility No. 1011501

Dear Mr. Smiley:

Enclosed is Permit No. WL000033141088 for the construction of 385 linear feet of eight (8) inch PVC pipe and 385 linear feet of six (6) inch PVC pipe for water line distribution and all appurtenances to serve the Laurel Homes 15th Addition, Jackson County, Oklahoma.

The project authorized by this permit should be constructed in accordance with the plans approved by this Department on October 09, 2015. Any deviations from the approved plans and specifications affecting capacity, flow or operation of units must be approved, in writing, by the Department before changes are made.

Receipt of this permit should be noted in the minutes of the next regular meeting of the Altus, City of, after which it should be made a matter of permanent record.

We are returning one (1) set of the approved plans to you, one (1) set to your engineer and retaining one (1) set for our files.

Respectfully,

Wendy S. Sheets
Construction Permit Section
Water Quality Division

WSS/RC/bg

Enclosure

c: Bill Kropf, Regional Manager, DEQ
LAWTON DEQ OFFICE
Gary P. Brickley, P.E., Fox & Drechsler, Inc.



Attachment: Laurel Homes 15 DEQ Water Permit (1080 : Receipt of ODEQ Permits)





SCOTT A. THOMPSON
Executive Director

OKLAHOMA DEPARTMENT OF ENVIRONMENTAL QUALITY

MARY FALLIN
Governor

PERMIT No. WL000033141088

WATER LINES

FACILITY No. 1011501

PERMIT TO CONSTRUCT

October 09, 2015

Pursuant to O.S. 27A 2-6-304, the Altus, City of is hereby granted this Tier I Permit to construct 385 linear feet of eight (8) inch PVC pipe and 385 linear feet of six (6) inch PVC pipe for water line distribution and all appurtenances to serve the Laurel Homes 15th Addition, located in SW/4, SE/4 of Section 5, T-2-N, R-20-W, Jackson County, Oklahoma, in accordance with the plans approved October 09, 2015.

By acceptance of this permit, the permittee agrees to operate and maintain the facility in accordance with the Public Water Supply Operation rules (OAC 252:631) and to comply with the State Certification laws, Title 59, Section 1101-1116 O.S. and the rules and regulations adopted thereunder regarding the requirements for certified operators.

This permit is issued subject to the following provisions and conditions.

- 1) This water line provides adequate fire flow in accordance with the 2009 International Fire Code through the approved hydraulic analysis. The fire flow provided is 1,500 gpm.
- 2) That the recipient of the permit is responsible that the project receives supervision and inspection by competent and qualified personnel.
- 2) That construction of all phases of the project will be started within one year of the date of approval or the phases not under construction will be resubmitted for approval as a new project.
- 3) That no significant information necessary for a proper evaluation of the project has been omitted or no invalid information has been presented in applying for the permit.
- 4) That the Oklahoma Department of Environmental Quality shall be kept informed on occurrences which may affect the eventual performance of the works or that will unduly delay the progress of the project.
- 5) That wherever water and sewer lines are constructed with spacing of 10 feet or less, sanitary protection will be provided in accordance with Public Water Supply Construction Standards [OAC 252:626-19-2].

Attachment: Laurel Homes 15 DEQ Water Permit (1080 : Receipt of ODEQ Permits)





SCOTT A. THOMPSON
Executive Director

OKLAHOMA DEPARTMENT OF ENVIRONMENTAL QUALITY

MARY FALLIN
Governor

PERMIT No. WL000033141088

WATER LINES

FACILITY No. 1011501

PERMIT TO CONSTRUCT

- 6) That before placing this facility into service, at least two samples of the water, taken on different days, shall be tested for bacteria to show that it is safe for drinking purposes.
- 7) That any deviations from approved plans or specifications affecting capacity, flow or operation of units must be approved by the Department before any such deviations are made in the construction of this project.
- 8) That the recipient of the permit is responsible for the continued operation and maintenance of these facilities in accordance with rules and regulations adopted by the Environmental Quality Board, and that this Department will be notified in writing of any sale or transfer of ownership of these facilities.
- 9) The issuance of this permit does not relieve the responsible parties of any obligations or liabilities which the permittee may be under pursuant to prior enforcement action taken by the Department.
- 10) That the permittee is required to inform the developer/builder that a DEQ Storm Water Construction Permit is required for a construction site that will disturb one (1) acre or more in accordance with OPDES, 27A O.S. Section 2-6-201 *et. seq.* For information or a copy of the GENERAL PERMIT (OKR10) FOR STORM WATER DISCHARGES FROM CONSTRUCTION ACTIVITIES, Notice of Intent (NOI) form, Notice of Termination (NOT) form, or guidance on preparation of a Pollution Prevention Plan, contact the Storm Water Unit of the Water Quality Division at P.O. Box 1677, Oklahoma City, OK 73101-1677 or by phone at (405) 702-8100.
- 11) That any notations or changes recorded on the official set of plans and specifications in the Oklahoma Department of Environmental Quality files shall be part of the plans as approved.
- 12) That water lines shall be located at least fifteen (15) feet from all parts of septic tanks and absorption fields, or other sewage treatment and disposal systems.
- 13) That whenever plastic pipe is approved and used for potable water, it shall bear the seal of the National Sanitation Foundation and meet the appropriate commercial standards.

Attachment: Laurel Homes 15 DEQ Water Permit (1080 : Receipt of ODEQ Permits)





SCOTT A. THOMPSON
Executive Director

OKLAHOMA DEPARTMENT OF ENVIRONMENTAL QUALITY

MARY FALLIN
Governor

PERMIT No. WL000033141088

WATER LINES

FACILITY No. 1011501

PERMIT TO CONSTRUCT

- 14) That when it is impossible to obtain proper horizontal and vertical separation as stipulated in Public Water Supply Construction Standards OAC 252:626-19-2(h)(1) and OAC 252:626-19-2(h)(2), respectively, the sewer shall be designed and constructed equal to water pipe, and shall be pressure tested to the highest pressure obtainable under the most severe head conditions of the collection system prior to backfilling.

Failure to appeal the conditions of this permit in writing within 30 days from the date of issue will constitute acceptance of the permit and all conditions and provisions.

Rocky Chen, P.E., Engineering Manager, Construction Permit Section
Water Quality Division

WSS

Attachment: Laurel Homes 15 DEQ Water Permit (1080 : Receipt of ODEQ Permits)





SCOTT A. THOMPSON
Executive Director

OKLAHOMA DEPARTMENT OF ENVIRONMENTAL QUALITY

MARY FALLIN
Governor

October 20, 2015

Mr. David Fuqua, Mayor
Altus, City of
509 S. Main
Altus, Oklahoma 73521

Re: Permit No. WL000033150765
Hunter Pointe XI Addition
Facility No. 1011501

Dear Mr. Fuqua:

Enclosed is Permit No. WL000033150765 for the construction of 1,422 linear feet of six (6) inch PVC pipe and all necessary appurtenances to serve the Hunter Pointe XI Addition, Jackson County, Oklahoma.

The project authorized by this permit should be constructed in accordance with the plans approved by this Department on October 20, 2015. Any deviations from the approved plans and specifications affecting capacity, flow or operation of units must be approved, in writing, by the Department before changes are made.

Receipt of this permit should be noted in the minutes of the next regular meeting of the Altus, City of, after which it should be made a matter of permanent record.

We are returning one (1) set of the approved plans to you, one (1) set to your engineer and retaining one (1) set for our files.

Respectfully,

Wendy S. Sheets

Wendy S. Sheets
Construction Permit Section
Water Quality Division

WSS/RC/bg

Enclosure

c: Bill Kropf, Regional Manager, DEQ
LAWTON DEQ OFFICE
Gerd Paul Brickley, P.E., Fox & Drechsler



Attachment: Hunter Pointe 11 DEQ Water Permit (1080 : Receipt of ODEQ Permits)





SCOTT A. THOMPSON
Executive Director

OKLAHOMA DEPARTMENT OF ENVIRONMENTAL QUALITY

MARY FALLIN
Governor

PERMIT No. WL000033150765

WATER LINES

FACILITY No. 1011501

PERMIT TO CONSTRUCT

October 20, 2015

Pursuant to O.S. 27A 2-6-304, the Altus, City of is hereby granted this Tier I Permit to construct 1,422 linear feet of six (6) inch PVC pipe and all necessary appurtenances to serve the Hunter Pointe XI Addition, located in 1/4 NE, 1/4 NE, 1/4 SW, Section 4, T-2-N, R-20-W, Jackson County, Oklahoma, in accordance with the plans approved October 16, 2015.

By acceptance of this permit, the permittee agrees to operate and maintain the facility in accordance with the Public Water Supply Operation rules (OAC 252:631) and to comply with the State Certification laws, Title 59, Section 1101-1116 O.S. and the rules and regulations adopted thereunder regarding the requirements for certified operators.

This permit is issued subject to the following provisions and conditions.

- 1) This water line provides adequate fire flow in accordance with the 2009 International Fire Code through the approved hydraulic analysis. The fire flow provided is 1,500 gpm.
- 2) That the recipient of the permit is responsible that the project receives supervision and inspection by competent and qualified personnel.
- 2) That construction of all phases of the project will be started within one year of the date of approval or the phases not under construction will be resubmitted for approval as a new project.
- 3) That no significant information necessary for a proper evaluation of the project has been omitted or no invalid information has been presented in applying for the permit.
- 4) That the Oklahoma Department of Environmental Quality shall be kept informed on occurrences which may affect the eventual performance of the works or that will unduly delay the progress of the project.
- 5) That wherever water and sewer lines are constructed with spacing of 10 feet or less, sanitary protection will be provided in accordance with Public Water Supply Construction Standards [OAC 252:626-19-2].





SCOTT A. THOMPSON
Executive Director

OKLAHOMA DEPARTMENT OF ENVIRONMENTAL QUALITY

MARY FALLIN
Governor

PERMIT No. WL000033150765

WATER LINES

FACILITY No. 1011501

PERMIT TO CONSTRUCT

- 6) That before placing this facility into service, at least two samples of the water, taken on different days, shall be tested for bacteria to show that it is safe for drinking purposes.
- 7) That any deviations from approved plans or specifications affecting capacity, flow or operation of units must be approved by the Department before any such deviations are made in the construction of this project.
- 8) That the recipient of the permit is responsible for the continued operation and maintenance of these facilities in accordance with rules and regulations adopted by the Environmental Quality Board, and that this Department will be notified in writing of any sale or transfer of ownership of these facilities.
- 9) The issuance of this permit does not relieve the responsible parties of any obligations or liabilities which the permittee may be under pursuant to prior enforcement action taken by the Department.
- 10) That the permittee is required to inform the developer/builder that a DEQ Storm Water Construction Permit is required for a construction site that will disturb one (1) acre or more in accordance with OPDES, 27A O.S. Section 2-6-201 *et. seq.* For information or a copy of the GENERAL PERMIT (OKR10) FOR STORM WATER DISCHARGES FROM CONSTRUCTION ACTIVITIES, Notice of Intent (NOI) form, Notice of Termination (NOT) form, or guidance on preparation of a Pollution Prevention Plan, contact the Storm Water Unit of the Water Quality Division at P.O. Box 1677, Oklahoma City, OK 73101-1677 or by phone at (405) 702-8100.
- 11) That any notations or changes recorded on the official set of plans and specifications in the Oklahoma Department of Environmental Quality files shall be part of the plans as approved.
- 12) That water lines shall be located at least fifteen (15) feet from all parts of septic tanks and absorption fields, or other sewage treatment and disposal systems.
- 13) That whenever plastic pipe is approved and used for potable water, it shall bear the seal of the National Sanitation Foundation and meet the appropriate commercial standards.

Attachment: Hunter Pointe 11 DEQ Water Permit (1080 : Receipt of ODEQ Permits)





SCOTT A. THOMPSON
Executive Director

OKLAHOMA DEPARTMENT OF ENVIRONMENTAL QUALITY

MARY FALLIN
Governor

PERMIT No. WL000033150765

WATER LINES

FACILITY No. 1011501

PERMIT TO CONSTRUCT

- 14) That when it is impossible to obtain proper horizontal and vertical separation as stipulated in Public Water Supply Construction Standards OAC 252:626-19-2(h)(1) and OAC 252:626-19-2(h)(2), respectively, the sewer shall be designed and constructed equal to water pipe, and shall be pressure tested to the highest pressure obtainable under the most severe head conditions of the collection system prior to backfilling.

Failure to appeal the conditions of this permit in writing within 30 days from the date of issue will constitute acceptance of the permit and all conditions and provisions.



Rocky Chen, P.E., Engineering Manager, Construction Permit Section
Water Quality Division WSS

Attachment: Hunter Pointe 11 DEQ Water Permit (1080 : Receipt of ODEQ Permits)





SCOTT A. THOMPSON
Executive Director

OKLAHOMA DEPARTMENT OF ENVIRONMENTAL QUALITY

MARY FALLIN
Governor

October 20, 2015

Mr. David Fuqua, Mayor
Altus, City of
509 S. Main
Altus, Oklahoma 73521

Re: Permit No. SL000033150766
Hunter Pointe XI Addition
Facility No. S-11514

Dear Mr. Fuqua:

Enclosed is Permit No. SL000033150766 for the construction of 733 linear feet of eight (8) inch PVC sewer line and all necessary appurtenances to serve the Hunter Pointe XI Addition, Jackson County, Oklahoma.

The project authorized by this permit should be constructed in accordance with the plans approved by this Department on October 20, 2015. Any deviations from the approved plans and specifications affecting capacity, flow or operation of units must be approved, in writing, by the Department before changes are made.

Receipt of this permit should be noted in the minutes of the next regular meeting of the Altus, City of, after which it should be made a matter of permanent record.

We are returning one (1) set of the approved plans to you, one (1) set to your engineer and retaining one (1) set for our files.

Respectfully,

Wendy S. Sheets
Construction Permit Section
Water Quality Division

WSS/RC/bg

Enclosure

c: Bill Kropf, Regional Manager, DEQ
LAWTON DEQ OFFICE
Gerd Paul Brickley, P.E., Fox & Drechsler





SCOTT A. THOMPSON
Executive Director

OKLAHOMA DEPARTMENT OF ENVIRONMENTAL QUALITY

MARY FALLIN
Governor

PERMIT No. SL000033150766

SEWER LINES

FACILITY No. S-11514

PERMIT TO CONSTRUCT

October 20, 2015

Pursuant to O.S. 27A 2-6-304, the Altus, City of is hereby granted this Tier I Permit to construct 733 linear feet of eight (8) inch PVC sewer line and all necessary appurtenances to serve the Hunter Pointe XI Addition, located in 1/4 NE, 1/4 NE, 1/4 SW, Section 4, T-2N, R-20-W, Jackson County, Oklahoma, in accordance with the plans approved October 20, 2015.

By acceptance of this permit, the permittee agrees to operate and maintain the facilities in accordance with the "Oklahoma Pollutant Discharge Elimination System Standards - OPDES" (OAC 252:606) rules and to comply with the state certification laws, Title 59, Section 1101-1116 O.S. and the rules and regulations adopted thereunder regarding the requirements for certified operators.

This permit is issued subject to the following provisions and conditions.

- 1) That the recipient of the permit is responsible that the project receives supervision and inspection by competent and qualified personnel.
- 2) That construction of all phases of the project will be started within one year of the date of approval or the phases not under construction will be resubmitted for approval as a new project.
- 3) That no significant information necessary for a proper evaluation of the project has been omitted or no invalid information has been presented in applying for the permit.
- 4) That wherever water and sewer lines are constructed with spacing of 10 feet or less, sanitary protection will be provided in accordance with OAC 252:656-5-4(c)(3) of the standards for Water Pollution Control Facility Construction.
- 5) That tests will be conducted as necessary to insure that the construction of the sewer lines will prevent excessive infiltration and that the leakage will not exceed 10 gallons per inch of pipe diameter per mile per day.
- 6) That the Oklahoma Department of Environmental Quality shall be kept informed of occurrences which may affect the eventual performance of the works or that will unduly delay the progress of the project.





SCOTT A. THOMPSON
Executive Director

OKLAHOMA DEPARTMENT OF ENVIRONMENTAL QUALITY

MARY FALLIN
Governor

PERMIT No. SL000033150766

SEWER LINES

FACILITY No. S-11514

PERMIT TO CONSTRUCT

- 7) That the permittee will take steps to assure that the connection of house services to the sewers is done in such a manner that the functioning of the sewers will not be impaired and that earth and ground water will be excluded from the sewers when the connection is completed.
- 8) That any deviations from approved plans or specifications affecting capacity, flow or operation of units must be approved by the Department before any such deviations are made in the construction of this project.
- 9) That the recipient of the permit is responsible for the continued operation and maintenance of these facilities in accordance with rules and regulations adopted by the Environmental Quality Board, and that this Department will be notified in writing of any sale or transfer of ownership of these facilities.
- 10) The issuance of this permit does not relieve the responsible parties of any obligations or liabilities which the permittee may be under pursuant to prior enforcement action taken by the Department.
- 11) That the permittee is required to inform the developer/builder that a DEQ Storm Water Construction Permit is required for a construction site that will disturb one (1) acre or more in accordance with OPDES, 27A O.S. 2-6-201 *et. seq.* For information or a copy of the GENERAL PERMIT (GP-005) FOR STORM WATER DISCHARGES FROM CONSTRUCTION ACTIVITIES, Notice of Intent (NOI) form, Notice of Termination (NOT) form, or guidance on preparation of a Pollution Prevention Plan, contact the Storm Water Unit of the Water Quality Division at P.O. Box 1677, Oklahoma City, OK 73101-1677 or by phone at (405) 702-8100.
- 12) That all manholes shall be constructed in accordance with the standards for Water Pollution Control Facility Construction (OAC 252:656-5-3), as adopted by the Oklahoma Department of Environmental Quality.
- 13) That when it is impossible to obtain proper horizontal and vertical separation as stipulated in Water Pollution Control Facility Construction OAC 252:656-5-4(c)(1) and OAC 252:656-5-4(c)(2), respectively, the sewer shall be designed and constructed equal to water pipe, and shall be pressure tested using the ASTM air test procedure with no detectable leakage prior to backfilling, in accordance with the standards for Water Pollution Control Facility Construction OAC 252:656-5-4(c)(3).





SCOTT A. THOMPSON
Executive Director

OKLAHOMA DEPARTMENT OF ENVIRONMENTAL QUALITY

MARY FALLIN
Governor

PERMIT No. SL000033150766

SEWER LINES

FACILITY No. S-11514

PERMIT TO CONSTRUCT

Failure to appeal the conditions of this permit in writing within 30 days from the date of issue will constitute acceptance of the permit and all conditions and provisions.

Rocky Chen, P.E., Engineering Manager, Construction Permit Section
Water Quality Division *WS*

Attachment: Hunter Pointe 11 DEQ Sewer Permit (1080 : Receipt of ODEQ Permits)



Item No. _____

Date: November 17, 2015

AGENDA ITEM COMMENTARY

ITEM TITLE: Consider, Discuss and Vote to Approve ARAC Ordinance # 2015_____ to Update City of Altus Code of Ordinances to Add the Altus Recreation Advisory Committee And/Or Any Other Appropriate Action

INITIATOR: Altus Recreation Advisory Committee

STAFF INFORMATION SOURCE:

BACKGROUND: This officially creates an advisory committee (ARAC) referred to in this article as “ARAC.” It shall consist of (8) members, three (3) of which shall be members of the City Council, and shall be appointed by the mayor, subject to confirmation by the City Council, and all with (8) members of whom shall serve without compensation.

The Parks and Recreation Board, created in 1973, has been inactive for many years; and on March 6, 2012, the Mayor appointed, with confirmation of the City Council the original members, including its Chairman, namely four (4) Altus citizens and three (3) City Councilmembers to serve as the “Altus Recreation Advisory Committee (ARAC)”; and ARAC has been meeting on a quarterly basis. It has been deemed appropriate by ARAC and the City Council to start meeting monthly and be codified in the Altus Code.

FUNDING: N/A

EXHIBITS: Ordinance # 2015_____

COUNCIL ACTION: Vote to approve ARAC Ordinance #2015____ to update City of Altus Code of Ordinances and/or any other appropriate action.

STAFF RECOMMENDATION: Stated Council Action

[Published this ____ day of _____, 2015.]

ORDINANCE NO. 2015 - _____

AN ORDINANCE OF THE CITY OF ALTUS, OKLAHOMA, PROVIDING THAT THE CODE OF ORDINANCES, CITY OF ALTUS, OKLAHOMA, BE AMENDED BY REVISING ARTICLE II. PARKS AND RECREATION BOARD, CHAPTER 21 PARKS AND RECREATION, SECTIONS 21-16 THROUGH AND INCLUDING SECTION 21-23; FOR THE PURPOSE OF REMOVING THE “PARKS AND RECREATION BOARD” PROVISIONS AND REPLACING IT WITH THE “ALTUS RECREATION ADVISORY COMMITTEE (ARAC) PROVISIONS; AND REPEALING ALL OTHER ORDINANCES IN CONFLICT HEREWITH.

WHEREAS, the Parks and Recreation Board, created in 1973, has been inactive for many years; and

WHEREAS, on March 6, 2012, the Mayor appointed, with confirmation of the City Council the original members, including its Chairman, namely four (4) Altus citizens and three (3) City Councilmembers to serve as the “Altus Recreation Advisory Committee (ARAC)”;

WHEREAS, ARAC has been meeting on a quarterly basis and it is deemed appropriate by ARAC and the City Council to start meeting monthly and be codified in the Altus Code.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF ALTUS, OKLAHOMA:

Section 1. That Sections 21-16 through and including Section 21-23, Article II. PARKS AND RECREATION BOARD, Chapter 21 Parks and Recreation, of the Code of Ordinances of the City of Altus, Oklahoma be amended so that such Article II and sections shall read as follows:

“ARTICLE II. ALTUS RECREATION ADVISORY COMMITTEE (ARAC)

Sec. 21-16. How created; composition.

There is hereby created an advisory committee to be known as the Altus Recreation Advisory Committee (ARAC) or Altus Recreation ARAC, referred to in this article as “ARAC.” It shall consist of eight (8) members, three (3) of which shall be members of the city council, and shall be appointed by the mayor, subject to confirmation by the city council, and all eight (8) members of whom shall serve without compensation.

Sec. 21-17. Appointment of members.

The members of ARAC shall be nominated by the mayor and confirmed by the city council. In the event the mayor presents a nomination to the council and the council declines to confirm such nomination, then the mayor shall submit further nominations until the full membership has been confirmed by the council.

Sec. 21-18. Terms.

The members of ARAC shall serve on staggered, rotating terms. Each term shall be for a period of three (3) years from the date of original confirmation by the city council. In the event of a vacancy before the end of the three-year period, the mayor shall appoint someone to fill the unexpired term, subject to confirmation by the city council. Members of the advisory committee who have completed the initial three (3) year term of service, may, at the request of ARAC, serve for an additional three (3) year terms. Members who have served two (2) consecutive three (3) year terms, or a total of six (6) years of service, will not begin to serve a third term until a period of twelve (12) months has elapsed from the expiration of the second term of service.

Sec. 21-19. Authority limited.

ARAC shall have no jurisdiction or control over the operation of the city's recreational programs, city parks, or other city resources, unless by direction of the city council. The purpose of ARAC is to be an advisory committee that provides oversight and recommendations to the city council and the city manager or his designee.

Sec. 21-20. General powers and duties.

The powers, duties, and responsibilities of ARAC are as follows:

1. To serve in an advisory capacity to the city council and city manager or his designee, with respect to all matters pertaining to city recreational programs, city recreational facilities, and youth sports programs.
2. To study, analyze, develop, and maintain short-term and long-term needs planning for city recreational programs, city recreational facilities, youth sports programs, and capital improvements and development related to the city recreational facilities.
3. To advise and recommend ways and means by which recreation programs may be improved or strengthened.

4. To develop new programs and activities as public need may dictate; to develop a system of fees and charges for use of indoor and outdoor recreation facilities for participation in recreation programs.
5. To recommend and develop goals and objectives; master planning documents; fundraising objectives and methods; historical, informational and advertising documents; and any other structural, governing or developmental documents that ARAC deems necessary to the short-term and long-term needs of the city recreational programs; the city recreational facilities; and the youth sports programs.
6. To submit reports, studies, analysis, reports, suggestions, and planning documents to the city council, mayor, and city manager regarding the city recreational programs, the city recreational facilities, and the youth sports programs, as ARAC deems appropriate, or as requested by the city council, the mayor, and/or city manager.
7. To perform other duties and responsibilities as may be directed by the city council, the city manager, or his designee.

Sec. 21-21. Officers.

The ARAC shall elect a chairman from among its members for a term of three (3) years, or until the term of the chairman expires, at which point a new chairman shall be elected. The secretary of ARAC shall be the city clerk-treasurer, who shall perform all required secretarial duties and shall post all notices as required by the Oklahoma Open Meetings Act. The secretary shall not be a voting member of ARAC.

Sec. 21-22. Rules, meetings, quorum, and voting.

ARAC shall adopt such rules, guidelines, regulations, and procedures for its own organization and governance, as it shall deem necessary. ARAC shall meet not less than monthly with special meetings to be called as ARAC deems necessary. Fifty percent (50%) of ARAC members shall constitute a quorum, and a majority vote of the quorum shall be sufficient to authorize any action on the part of ARAC. All meetings shall be conducted in accordance with the Oklahoma Open Meetings Act.

Sec. 21-23. Removal of members for failure to attend meetings.

If any committee member shall be absent, as determined by the city council, for either three (3) consecutive meetings of ARAC, regular and special, or for more than one-half of

all meetings of the committee, regular and special, held within any period of four (4) consecutive months, he may thereupon cease to be a committee member. “

Section 2. That all other ordinances or parts of ordinances in conflict with this ordinance are hereby repealed.

PASSED AND APPROVED this _____ day of _____, 2015.

By: _____
JACK SMILEY, Mayor

(SEAL)

ATTEST:

DEBBIE DAVIS, City Clerk-Treasurer

APPROVED AS TO FORM AND LEGALITY this ____ day of _____, 2015.

CATHERINE J. COKE, City Attorney

Attachment: 21-16 ARAC 2015 (1098 : ARAC Ordinance)

K:\ORDINAN\21-16 ARAC 2015.doc

Item No. _____

Date: November 17, 2015

AGENDA ITEM COMMENTARY

ITEM TITLE: Consider, Discuss and Vote to Approve 1) Emergency OMRF Ordinance No. 2015-____ and Emergency City Ordinance No. 2015-____ Adding Section 22-20(A)(26) to Amend the City's Defined Benefit Plan for Eligible Employees to Amend the Definition of "Employee" to Include the City Manager and the Assistant City Manager in the DB (Defined Benefit) Plan Only and Approve a New OMRF Master Defined Benefit Plan Joinder Agreement as Exhibit A; 2) Declaring an Emergency with an Effective Date of November 1, 2015; or Take Any Other Appropriate Action.

INITIATOR: City Manager

STAFF INFORMATION SOURCE: City Attorney; HR Director

BACKGROUND: This is a clean-up agenda item. Previously, by passage of OMRF and City Ordinances, the position of City Manager was included in the definition of "employee" and the position of Assistant City Manager was excluded in the definition of "employee" as to the Defined Benefit Plan. [ACM City Ordinance No. 2014-09, OMRF Ordinance No. 2014-08]. That same person, Greg Buckley, then served as Acting City Manager and was excluded from participation in the City's DB Plan. It is now necessary to amend the City's Defined Benefit Plan to allow the current City Manager and Assistant City Manager to participate in the DB Plan by amending the definition of "employee" to include those positions. This change needs to be effective as of November 1, 2015 so the City Council needs to approve declaring an emergency.

FUNDING: N/A

EXHIBITS: 1) Emergency OMRF Ordinance No. 2015-____ with new DB Plan Joinder Agreement attached as Exhibit A; and 2) Emergency City Ordinance adding Section 22-20(a)(26) Amendment No. 27 to the Altus Code.

COUNCIL ACTION: Vote to Approve 1) Emergency OMRF Ordinance No. 2015-____ and Emergency City Ordinance No. 2015-____ Adding Section 22-20(a)(26) to Amend the City's Defined Benefit Plan for Eligible Employees to Amend the Definition of "Employee" to Include the City Manager and the Assistant City Manager in the DB (Defined Benefit) Plan Only and Approve a New OMRF Master Defined Benefit Plan Joinder Agreement as Exhibit A; 2) Declaring an Emergency with an Effective Date of November 1, 2015; or Take Any Other Appropriate Action.

STAFF RECOMMENDATION: Stated Council Action

AN ORDINANCE OF THE CITY OF ALTUS, OKLAHOMA

ORDINANCE NO. _____

AN ORDINANCE AMENDING THE EMPLOYEE RETIREMENT SYSTEM, **DEFINED BENEFIT PLAN FOR CITY OF ALTUS**, OKLAHOMA; PROVIDING RETIREMENT BENEFITS FOR ELIGIBLE EMPLOYEES OF **CITY OF ALTUS**, OKLAHOMA; **PERTAINING TO THE DEFINITION OF EMPLOYEE**; PROVIDING FOR REPEALER AND SEVERABILITY; AND DECLARING AN EMERGENCY.

BE IT ORDAINED BY CITY COUNCIL OF THE **CITY OF ALTUS**, OKLAHOMA.

Section 1. **AMENDATORY.** The Employee Retirement System, **Defined Benefit Plan, of the City of Altus**, Oklahoma, is hereby amended as reflected on the attached Exhibit "A", which is incorporated herein and adopted by reference. These amendments shall become effective on **November 1, 2015**.

Section 2. **EXECUTION AUTHORIZATION.** The City Clerk and Mayor be and they are hereby authorized and directed to execute the amended Retirement System Plan documents and to do all the other acts necessary to put said amendment into effect and to maintain IRS qualification of the Plan. The executed amended document attached hereto as Exhibit "A" is hereby ratified and confirmed in all respects.

Section 3. **SEVERABILITY.** If, regardless of cause, any section, subsection, paragraph, sentence, or clause of this ordinance, including the System as set forth in Exhibit "A" is held invalid or to be unconstitutional, the remaining sections, subsections, paragraphs, sentences, or clauses shall continue in full force and effect and shall be construed thereafter as being the entire provisions of this ordinance.

Section 4. **REPEALER.** Any ordinance inconsistent with the terms and provisions of this ordinance is hereby repealed; provided, however, that such repeal shall be only to the extent of such inconsistency and in all other respects this ordinance shall be cumulative of other ordinances regulating and governing the subject matter covered by this ordinance.

Section 5. **EMERGENCY.** Whereas, in the judgment of the City Council of the **City of Altus**, Oklahoma, the public peace, health, safety, and welfare of the **City of Altus**, Oklahoma, and the inhabitants thereof demand the immediate passage of this ordinance, an emergency is hereby declared, the rules are suspended, and this ordinance shall be in full force and effect on its passage and approval.

END

The foregoing ordinance was introduced before the City Council of the City of Altus on the _____ day of _____, _____, and was duly adopted and approved by the Mayor and City Council on the _____ day of _____, _____, after compliance with notice requirements of the Open Meeting Law (25 OSA, Section 301, et seq.).

City of Altus

ATTEST:

MAYOR

CITY CLERK

Approved as to form and legality on _____, _____.

CITY ATTORNEY

**OKLAHOMA MUNICIPAL RETIREMENT FUND
MASTER DEFINED BENEFIT PLAN
JOINDER AGREEMENT**

City of Altus, a city, town, agency, instrumentality, or public trust located in the State of Oklahoma, with its principal office at Altus, Oklahoma, hereby establishes a Defined Benefit Plan to be known as **City of Altus Plan** (the “Plan”) in the form of The Oklahoma Municipal Retirement Fund Master Defined Benefit Plan.

Except as otherwise provided herein, the definitions in Article II of the Plan apply.

1. Dates.

- ☐ This instrument is a new Plan effective _____.
- ☒ This instrument is an amendment, restatement and continuation of the Previous Plan, which was originally effective June 1, 1971. The effective date of this Joinder Agreement is November 1, 2015, except as otherwise stated in the Plan and the Joinder Agreement.

2. Employee.

The word “Employee” shall mean:

- ☒ Any person other than a Leased Employee who, on or after the Effective Date, is considered to be a regular full-time employee in accordance with the Employer’s standard personnel policies and practices, and is receiving remuneration for such services rendered to the Employer (including any elected official and any appointed officer or employee of any department of the Employer, whether governmental or proprietary in nature), including persons on Authorized Leave of Absence. Employees shall not include independent contractors. Elected members of the City Council shall not be considered to be Employees solely by reason of their holding such office.
- ☐ Any person other than a Leased Employee who, on or after the Effective Date, is considered to be a regular employee in accordance with the Employer’s standard personnel policies and practices (including part-time, seasonal and temporary employees), and is receiving remuneration for such services rendered to the Employer (including any elected official and any appointed officer or employee of any department of the Employer, whether governmental or proprietary in nature), including persons on Authorized Leave of Absence. Employees shall not include independent contractors. Elected members of the City Council shall not be considered to be Employees solely by reason of their holding such office.
- ☒ Any person who, on or after the Effective Date, is an employee of the Employer and is in the position of City Manager hired on or after May 18, 2015 or in the position of Assistant City Manager hired on or after August 19, 2015.

The word “Employee” shall not include:

- ☒ Any person who is currently accruing benefits under any other state or local retirement system.
- ☐ Any person who is .

3. Eligibility.

Eligible Employees shall commence participation in the Plan: (Select only one)

- ☒ 6 month(s) (any number of months up to twelve consecutive) after the Employee’s Employment Commencement Date.
- ☐ On the Employee’s Employment Commencement Date.

4. Definition of Compensation.

Compensation shall exclude the item(s) listed below:

- ☐ No exclusions.
- ☐ Overtime pay.
- ☐ Bonuses.
- ☐ Commissions.
- ☒ Severance pay.
- ☒ Fringe benefits, expense reimbursements, deferred compensation and welfare benefits.
- ☒ Other: Accrued vacation or sick leave paid upon termination of employment and moving expenses.

5. Average Monthly Compensation.

The considered period for purposes of the definition of "Average Monthly Compensation" in Section 2.1 of The Oklahoma Municipal Retirement Fund Master Defined benefit Plan is:

- ☒ sixty (60) consecutive months.
☐ thirty-six (36) consecutive months.

6. The Employer hereby elects the following Plan design:

- ☒ Mandatory Contribution Option. An Employee shall be required to contribute to the Plan for each Plan Year the percentage of his Compensation ("Mandatory Contributions") required by the Plan. Mandatory Contributions shall be made by payroll deductions. An Employee shall authorize such deductions in writing on forms approved by, and filed with, the Committee.

If the Employee's contributions are to be taxed deferred:

- ☒ Pick-Up Option. The Employer hereby elects to have the provisions of Section 3.4 of the Plan apply. The Employer shall pick-up and pay the percentage of each Participant's Compensation required to be contributed as of January 1, 1993 in lieu of contributions by the Participant. No Participant shall have the option of receiving the contributed amounts directly as Compensation.
- ☐ Non-Contributory Option. Participants shall not be required nor permitted to contribute to the Plan.

7. A. Payment Options. The Employer hereby elects the following minimum number of payments for employees eligible to receive benefits under Article IV of the Plan:

- ☒ Sixty (60) monthly payments.
☐ One hundred and twenty (120) monthly payments.

B. Plan Options. The Employer hereby elects the following plan designation and percentage used in calculating benefits under Section 5.1 of the Plan.

- ☐ Plan AAA - 3% with no maximum Years of Service
☐ Plan AAA - 3% recognizing a maximum of 22 Years of Service
☒ Plan AA - 2.625%
☐ Plan BB - 2.25%
☐ Plan CC - 1.875%
☐ Plan A - 1.5%
☐ Plan B - 1.125%
☐ Plan C - .75%

C. Normal Retirement Age. Normal retirement age shall be:

- ☐ Age 65
☒ The earlier of (i) and (ii) as follows:
 (i) age 65
 (ii) the later of age 62 and the age at which the Participant has completed 25 years of service.

Examples: An employee hired at age 20 who worked for 25 years and terminated at age 45 would be entitled to unreduced payments at age 62.

An employee hired at age 30 who worked for 25 years and terminated at age 55 would be entitled to unreduced payments at age 65.

- ☐ Modified Rule of 80:
 The earlier of (i) and (ii) as follows:
 (i) age 65
 (ii) the later of age 55 and the age at which the sum of the Participant's age in completed years and the participant's number of completed years of credited service total 80 or greater. To be eligible, the Participant's age plus service must be at least 80 prior to termination of employment.

Examples: 1. An employee hired at age 30 who worked for 25 years and terminated at age 55 would be entitled to unreduced payments immediately. Age 55 plus 25 years equals 80.

2. An employee hired at age 20 who worked for 30 years and terminated at age 50 would be entitled to unreduced payments at age 55. The employee has age plus service points at age 50 but the minimum age for payment is 55.
3. An employee hired at age 25 who worked for 25 years and terminated at age 50 would be entitled to unreduced payments at age 65. Age 50 plus 25 years is less than 80, so the Normal Retirement Age is 65.

D. Vesting Options. The Employer hereby elects the following vesting option to determine an Employee's eligibility to receive retirement benefits.

- ☒ Ten Year Cliff Vesting Schedule
☐ Seven Year Cliff Vesting Schedule
☐ Five Year Cliff Vesting Schedule

E. Service Credit Prior to Original Plan Effective Date. The Employer hereby elects to include the following limitation of service prior to the original Plan effective date.

- ☒ No limitation
☐ Service credit prior to the original Plan effective date shall not exceed ____ years.

F. Service Buyback. The Employer hereby elects

- ☐ No service buyback pursuant to Section 10.13 of the Plan
☒ The service buyback provisions of Section 10.13 of the Plan.

G. Service for Worker's Compensation Period. If a Participant is on an Authorized Leave of Absence and is receiving worker's compensation during such Authorized Leave of Absence, such Participant

- ☒ shall be credited with Service for such period for purposes of vesting only and not for purposes of benefits, but no Employee contributions shall be made with respect to the Participant for such period.
☐ shall not be credited with Service for such period.

8. Contributions by Employees.

If Employees are required to contribute to the cost of providing benefits under this Plan, such contributions shall be based on the plan designation selected in Section 7B above and shall apply to pay periods commencing on and after **July 1, 1997**.

- a. ☐ The Employee contribution formula in Section 3.3 of the Plan shall use the following maximum percentage for the Plan Option selected in Section 7B of this Joinder Agreement:

Plan AAA – 6.0%
Plan AA - 5.25%
Plan BB - 4.5%
Plan CC - 3.75%
Plan A - 3%
Plan B - 2.25%
Plan C - 1.5%

- b. ☒ The contribution formula shall be **4.00%** of compensation. (Not to exceed the percentages in above paragraph).

- c. ☐ The contribution as annually determined each year shall be shared by the Employee and Employer as follows:

Employee portion %
Employer portion %

(Employee plus Employer percentages must total 100%.)

The contribution will be actuarially determined based on Plan assets and liabilities as of January 1 of each year as a percent of payroll, which will then be shared between the Employer and Employee as noted above. These contribution rates will be in effect from July 1 of that year until June 30 of the subsequent year.

9. Cost-of-Living Option.

For purposes of adjusting retiree and beneficiary pensions, the Employer hereby elects the following:

- ☒ No Cost-of-Living Option.
- ☐ Cost-of-Living Option. This election applies to Sections 5.1 (Normal Pension), 5.4 (Deferred Vested Pension), 6.3A and 6.3B (Death After Commencement of Pension), and 6.4 (Spouse's Pension) and provides annual benefit increases of the smaller of three percent (3%) or the percentage change in the Consumer Price Index.

The effective date of the Cost-Of-Living Option shall be __, the original date that the Employer elected the Cost-Of-Living Option.

10. Retiree Plan Improvement Option.

Benefits payable to or on behalf of a former Employee under Article V, Article VI, or Article VII of the Plan, which are due or in the course of payment of the Effective Date of this Joinder Agreement, shall

- ☐ be increased according to the Plan Option elected herein. Such increased benefits shall be reflected in any periodic payments due or paid on or after the Effective Date of the Joinder Agreement. It is not intended for this change to be retroactive and any periodic payments due prior to such date shall not be affected.
- ☐ be increased by __% effective __. Such increased benefits shall be reflected in any periodic payments due or paid after such date. It is not intended for this change to be retroactive and any periodic payments due prior to such date shall not be affected.
- ☒ not be increased, but shall continue to be paid under the terms of the Previous Plan.

11. Limitations on Optional Benefit Forms.

Section 7.2 of the Plan provides for a lump sum payment form, an installment payment form that would be payable over a fixed number of years (at which time all payments would cease), or the purchase of an insured annuity. The Employer hereby elects the following:

- ☐ Optional benefit forms under Section 7.2 of the Plan will not be permitted.
- ☒ Optional benefit forms under Section 7.2 of the Plan will be permitted, subject to Retirement Committee approval for any such elections by an Employee, subject to the following limitation(s):

Employee must be employed prior to January 1, 1996.

(The above election has no effect on the joint and survivor optional benefit forms under Section 7.1).

12. Defined Contribution Option.

- ☒ Not applicable.
- ☐ Participant shall be entitled to the benefit under this option, in addition to the benefit determined according to Section 7B.

An account shall be created for each active Participant as of the effective date of the option. The beginning balance of the account shall be the Participant's Contribution Accumulation. The account shall be credited with:

- (1) Mandatory Contributions made by the Participant after the effective date of the option.
- (2) Investment earnings at same rate as earned by the Oklahoma Municipal Retirement Fund (OMRF) Defined Benefit Fund.

As soon as administratively possible after termination of employment or death, the administrator shall pay the Participant or Beneficiary if applicable, the account balance. The Participant may elect to receive the benefit in any of the Benefit options permitted under the plan. The benefit shall be the Actuarial Equivalent of the account balance at the time the benefit commences.

The administrator shall determine the method of determining the investment earnings and the date such investment earnings are credited.

This option shall be effective __.

13. The Employer has consulted with and been advised by its attorney concerning the meaning of the provisions of the Plan and the effect of entry into the Plan.

IN WITNESS WHEREOF **City of Altus** has caused its corporate seal to be affixed hereto and this instrument to be duly executed in its name and behalf by its duly authorized officers this _____ day of _____, ____.

City of Altus

By: _____

Attest:

Title: _____

Title: _____

(SEAL)

14. The foregoing Joinder Agreement is hereby approved by the Oklahoma Municipal Retirement Fund this _____ day of _____, ____.

OKLAHOMA MUNICIPAL RETIREMENT FUND

By: _____

Title: Chairman

Attest:

Secretary

(SEAL)

Attachment: DB Altus ORD Employee 2015 (1086 : OMRF/City Ordinances DB Plan City Manager, Assistant City Manager)

[Published this _____ day of _____, 2015.]

EMERGENCY
ORDINANCE NO. 2015 - _____

AN ORDINANCE AMENDING SECTION 22-20, ARTICLE II, CHAPTER 22 OF THE ALTUS CITY CODE, 1980, RELATING TO THE EMPLOYEE RETIREMENT SYSTEM PLAN [DEFINED BENEFIT PLAN] WITH OMRF AND THE ADDITION SUBSECTION (A)(26) WHICH IS AMENDMENT TWENTY-SEVEN (27) TO THE PLAN; PERTAINING TO THE DEFINITION OF "EMPLOYEE" TO INCLUDE THE POSITION OF CITY MANAGER HIRED ON OR AFTER MAY 18, 2015 OR; THE POSITION OF ASSISTANT CITY MANAGER HIRED ON OR AFTER AUGUST 19, 2015; PROVIDING FOR SEVERABILITY; REPEALING ALL OTHER ORDINANCES IN CONFLICT HERewith; AND DECLARING AN EMERGENCY WITH A NOVEMBER 1, 2015 EFFECTIVE DATE.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF ALTUS, OKLAHOMA:

Section 1. That Article II, Chapter 22, Section 22-20 of the Altus City Code, 1980, is hereby amended to read by the addition of subsection (a) (26) as follows:

"(a) Adoption

(26) Amendment No. Twenty-Seven: Pursuant to the authority conferred by the laws of the State, and for the purpose of encouraging continuity and meritorious service on the part of the City employees and thereby promote public efficiency, there is hereby authorized, approved, and adopted, effective as of November 1, 2015, Amendment No. 27, to Employee Retirement System of Altus, Oklahoma pertaining to the definition of "Employee" to include an employee in the position of City Manager hired on or after May 18, 2015 or in the position of Assistant City Manager hired on or after August 19, 2015, as approved in the passage of OMRF Ordinance No. 2015-___ likewise revising the definition of "employee" with a new Joinder Agreement between the City and OMRF, attached as Exhibit "A" as passed and approved on November 17, 2015 .

Section 2. That all other ordinances or parts of ordinances in conflict with this ordinance are hereby repealed.

Section 3. That an emergency is declared by reason that all OMRF ordinances have the same effective date, and the City Council voted to approve, this same date, a separate OMRF Emergency Ordinance No. 2015-_____ amending the OMRF Employee Retirement System Defined Benefit Plan for the City of Altus, Oklahoma as to the definition of "Employee" to include the position of City Manager hired on or after May 18, 2015 or the position of Assistant City Manager hired on or after August 19, 2015, both to be effective November 1, 2015, and therefore this ordinance shall be effective upon its passage and approval.

Emergency Ordinance No. 2015 - _____
OMRF DB Plan Amendment No. 27
Definition of "Employee"
Page 2

PASSED AND APPROVED this 17th day of November, 2015.

By: _____
JACK SMILEY, Mayor

(SEAL)

ATTEST:

DEBBIE DAVIS, City Clerk/Treasurer

APPROVED AS FORM AND LEGALITY this _____ day of November, 2015.

CATHERINE J. COKE, City Attorney

Attachment: OMRF DB 26 (1086 : OMRF/City Ordinances DB Plan City Manager, Assistant City Manager)

Item No. _____

Date: November 17, 2015

AGENDA ITEM COMMENTARY

ITEM TITLE: Consider, Discuss and Vote to Approve 1) Emergency OMRF Ordinance No. 2015-____ and Emergency City Ordinance No. 2015-____ Amending the City's Defined Contribution (DC) Plan for the Position of Assistant City Manager and Adding Section 22-7(A)(15) to the Altus Code to Amend the City's DC (Defined Contribution) Plan for Eligible Employees to Amend the Definition of "Employee" to Exclude Any Person who Holds the Position of Assistant City Manager on or After August 19, 2015 and Approve a New OMRF Master Defined Contribution Plan Joinder Agreement as Exhibit A; 2) Declaring an Emergency with an Effective Date of November 1, 2015; or Take Any Other Appropriate Action.

INITIATOR: City Attorney

STAFF INFORMATION SOURCE: City Attorney; HR Director

BACKGROUND: This is a clean-up item. Under the City's OMRF DC (Defined Contribution) Plan the position of Assistant City Manager has been included in the definition of "employee." However, the person now holding the position of Assistant City Manager is currently accruing benefits under another retirement system. This means that the OMRF Master DC Plan will need to be amended by passage of an OMRF Emergency Ordinance and a City Emergency Ordinance, effective November 1, 2015 to exclude any person holding the position of Assistant City Manager as of August 19, 2015 from the definition of "employee."

FUNDING: N/A

EXHIBITS: 1) Emergency OMRF Ordinance No. 2015-____ with new Master DC Joinder Agreement attached as Exhibit A; and 2) Emergency City Ordinance adding Section 22-7 (a)(15) Amendment No. 15 to the Altus Code.

COUNCIL ACTION: Vote to Approve 1) Emergency OMRF Ordinance No. 2015-____ and Emergency City Ordinance No. 2015-____ Amending the City's Defined Contribution (DC) Plan for the Position of Assistant City Manager and Adding Section 22-7(A)(15) to the Altus Code to Amend the City's DC (Defined Contribution) Plan for Eligible Employees to Amend the Definition of "Employee" to Exclude Any Person who Holds the Position of Assistant City Manager on or After August 19, 2015 and Approve a New OMRF Master Defined Contribution Plan Joinder Agreement as Exhibit A; 2) Declaring an Emergency with an Effective Date of November 1, 2015; or Take Any Other Appropriate Action.

STAFF RECOMMENDATION: Stated Council Action

AN ORDINANCE OF THE CITY OF ALTUS, OKLAHOMA

ORDINANCE NO. _____

AN ORDINANCE AMENDING THE EMPLOYEE RETIREMENT SYSTEM, DEFINED CONTRIBUTION PLAN FOR THE POSITION OF ASSISTANT CITY MANAGER FOR THE CITY OF ALTUS, OKLAHOMA; PROVIDING RETIREMENT BENEFITS FOR ELIGIBLE EMPLOYEES OF THE CITY OF ALTUS, OKLAHOMA; PERTAINING TO THE DEFINITION OF EMPLOYEE; PROVIDING FOR REPEALER AND SEVERABILITY; AND DECLARING AN EMERGENCY.

BE IT ORDAINED BY CITY COUNCIL OF THE CITY OF ALTUS, OKLAHOMA.

Section 1. **AMENDATORY.** The Employee Retirement System, Defined Contribution Plan, of the **City of Altus**, Oklahoma, is hereby amended as reflected on the attached Exhibit "A", which is incorporated herein and adopted by reference. These amendments shall become effective on **November 1, 2015**.

Section 2. **EXECUTION AUTHORIZATION.** The City Clerk and Mayor be and they are hereby authorized and directed to execute the amended Retirement System Plan documents and to do all the other acts necessary to put said amendment into effect and to maintain IRS qualification of the Plan. The executed amended document attached hereto as Exhibit "A" is hereby ratified and confirmed in all respects.

Section 3. **SEVERABILITY.** If, regardless of cause, any section, subsection, paragraph, sentence, or clause of this ordinance, including the System as set forth in Exhibit "A" is held invalid or to be unconstitutional, the remaining sections, subsections, paragraphs, sentences, or clauses shall continue in full force and effect and shall be construed thereafter as being the entire provisions of this ordinance.

Section 4. **REPEALER.** Any ordinance inconsistent with the terms and provisions of this ordinance is hereby repealed; provided, however, that such repeal shall be only to the extent of such inconsistency and in all other respects this ordinance shall be cumulative of other ordinances regulating and governing the subject matter covered by this ordinance.

Section 5. **EMERGENCY.** Whereas, in the judgment of the City Council of the **City of Altus**, Oklahoma, the public peace, health, safety, and welfare of the **City of Altus**, Oklahoma, and the inhabitants thereof demand the immediate passage of this ordinance, an emergency is hereby declared, the rules are suspended, and this ordinance shall be in full force and effect on its passage and approval.

END

The foregoing ordinance was introduced before the City Council on the _____ day of _____, _____, and was duly adopted and approved by the Mayor and City Council on the _____ day of _____, _____, after compliance with notice requirements of the Open Meeting Law (25 OSA, Section 301, et seq.).

ATTEST:

MAYOR

CITY CLERK

Approved as to form and legality on _____, _____.

CITY ATTORNEY

**OKLAHOMA MUNICIPAL RETIREMENT FUND
MASTER DEFINED CONTRIBUTION PLAN
JOINDER AGREEMENT**

City of Altus, a city, town, agency, instrumentality, or public trust located in the State of Oklahoma, with its principal office at Altus, hereby establishes a Defined Contribution Plan to be known as **City of Altus Plan** (the "Plan") in the form of the Oklahoma Municipal Retirement Fund Master Defined Contribution Plan.

Except as otherwise provided herein, the definitions in Article II of the Plan apply.

1. Dates.

- ☐ This instrument is a new Plan effective ____ (date may not be prior to Plan Year of the date of execution).
- ☒ This instrument is an amendment, restatement and continuation of the Previous Plan, which was originally effective July 1, 2014. The effective date of this Joinder Agreement is **November 1, 2015** (date may not be prior to Plan Year of the date of execution), except as otherwise stated in the Plan and the Joinder Agreement

2. Employee.

The word "Employee" shall mean:

- ☐ Any person, other than a Leased Employee, who, on or after the Effective Date, is considered to be a regular full-time employee in accordance with the Employer's standard personnel policies and practices, and is receiving remuneration for such services rendered to the Employer (including any elected official and any appointed officer or employee of any department of the Employer, whether governmental or proprietary in nature), including persons on Authorized Leave of Absence. Employees shall not include independent contractors. Elected members of the City Council shall not be considered to be Employees solely by reason of their holding such office.
- ☐ Any person, other than a Leased Employee, who, on or after the Effective Date, is considered to be a regular employee in accordance with the Employer's standard personnel policies and practices (including part-time, seasonal and temporary employees), and is receiving remuneration for such services rendered to the Employer (including any elected official and any appointed officer or employee of any department of the Employer, whether governmental or proprietary in nature), including persons on Authorized Leave of Absence. Employees shall not include independent contractors. Elected members of the City Council shall not be considered to be Employees solely by reason of their holding such office.
- ☒ **Any person who, ☐ on or after the Effective Date, ☒ as of July 1, 2014, and prior to August 19, 2015, holds the position of:**
- ☐ City Manager, City or Town Administrator, President, Chief Executive Officer, General Manager, or District Manager, as applicable.
- ☒ Assistant City Manager ☐ Chief of Police ☐ Fire Chief
- ☐ Department Head or Department Manager
- ☐ Finance Director or Chief Financial Officer
- ☐ General Counsel or Municipal Attorney ☐ Municipal Judge
- ☐ (specify position)

The word "Employee" shall not include:

- ☐ Any person who is currently accruing benefits under any other state or local retirement system.
- ☐ Any person in the following position and who is covered under another retirement program or system approved by the City:
- ☐ City Manager, City or Town Administrator, President, Chief Executive Officer, General Manager, or District Manager, as applicable.
- ☐ Assistant City Manager ☐ Chief of Police ☐ Fire Chief
- ☐ Department Head or Department Manager
- ☐ Finance Director or Chief Financial Officer
- ☐ General Counsel or Municipal Attorney ☐ Municipal Judge
- ☐ (specify position)

- ☒ **Any person who holds the position of Assistant City Manager as of August 19, 2015.**

3. Entry Date.

Eligible Employees shall commence participation in the Plan: (Select only one)

- ☐ **months** (any number of months up to twelve) after the later of the Employee's Employment Commencement Date or the date the definition of Employee in Section 2 hereof was met, provided that the individual has met the definition of Employee in Section 2 hereof throughout such period.
- ☒ **On the Employee's Employment Commencement Date.** (If the Employer has opted out of Old Age and Disability Insurance (OADI), this option must be elected).

4. Definition of Compensation.

Compensation shall exclude the item(s) listed below:

- ☐ No exclusions.
- ☐ Overtime pay.
- ☐ Bonuses.
- ☐ Commissions.
- ☐ Longevity Pay.
- ☒ Severance pay.
- ☒ Fringe benefits, expense reimbursements, deferred compensation and welfare benefits.
- ☐ Accrued vacation or sick leave paid upon termination of employment and moving expenses.
- ☐ Other:

5. Plan Design.

The Employer hereby elects the following Plan design:

- ☒ **Pick-up Option.** Each Employee shall be required to contribute to the Plan 0.00 % of his or her Compensation. These contributions shall be picked up and assumed by the Employer and paid to the Fund in lieu of contributions by the Participant. No Participant shall have the option of receiving the contributed amounts directly as Compensation.

- ☐ **Thrift Plan Option.**

☐ A Participant may elect to contribute to the Plan for each Valuation Period an amount which is at least 1%, but no more than % of his Compensation ("Mandatory Contributions"). Mandatory Contributions shall be made by payroll deductions. A Participant shall authorize such deductions in writing on forms approved by, and filed with the Committee.

- ☐ The Employer shall contribute to the Fund an amount equal to % of the total Mandatory Contributions contributed by Participants.

The Employer contribution shall be allocated in the proportion which the Mandatory Contributions of each such Participant for such Valuation Period bear to the total Mandatory Contributions contributed by all such Participants for such Valuation Period. Forfeitures attributable to Employer contributions under the Thrift Plan Option of this Section 5 shall be used to reduce Employer contributions under such Option.

- ☐ **Fixed Option.** The Employer shall contribute to the Fund an amount equal to % of the total covered Compensation of all Participants for the Valuation Period. The Employer contribution shall be allocated in the proportion which the Compensation of each such Participant for such Valuation Period bears to the Compensation paid to all such Participants for such Valuation Period.

- ☒ **Variable Option.**

☒ The Employer intends to make a contribution to the Plan for the benefit of the Participants for each Valuation Period. The contribution may be varied from year to year by the Employer. (Select one option below)

- ☐ **Option A:** The Employer contribution shall be allocated in the proportion that each such Participant's total points awarded bear to the total points awarded to all Participants with respect to such year. A Participant shall be awarded one point for each Year of Service.

- ☒ **Option B:** The Employer contribution shall be allocated in the proportion which the Compensation of each such Participant for such Valuation Period bears to the Compensation paid to all such Participants for such Valuation Period.

- ☐ **Option C:** A combination of Options A and B in the following ratios: ___ % for Option A, and ___ % for Option B.

- ☐ 401(k) Option.
(This Option available only if elected prior to May 1, 1986)
- ☐ Participant Deferral Elections shall be allowed under the provisions of Section 4.8 of the Plan. Participants shall be allowed to defer no more than % of their Compensation for each election period.
- ☐ Section 4.8(d) of the Plan ("Roth Elective Deferrals") shall apply to contributions after _____ (enter a date later than January 1, 2006, but not earlier than the date the Roth option was initially adopted), and the Plan will accept a direct rollover from another Roth elective deferral account under an applicable retirement plan as described in Code Section 402A(e)(1).
- ☐ Matching Contribution Option. The Employer shall contribute to the Fund an amount equal to _____% of the Participant's contributions under the Employer's Section 457(b) Deferred Compensation Plan. The Employer matching contribution shall be limited to _____% of the Participant's Compensation. Forfeitures attributable to Employer matching contributions under this Matching Contribution Option of Section 5 shall be used to reduce Employer matching contributions under such Option.
- ☐ No Employer Contribution Option.

6. Other Participant Contribution Options.

- ☒ Voluntary Nondeductible Contributions by Participants shall be allowed under the provisions of Section 4.4 of the Plan.
- ☐ A Participant may not withdraw Voluntary Nondeductible Contributions.
- ☐ Participants shall not contribute to the Plan.

7. Self-Directed Investments.

- ☒ Are permitted.
- ☐ Are not permitted.

8. Allocation of Forfeitures Available.

Forfeitures of Employer contributions attributable to the Fixed Option or Variable Option under Section 5 hereof:

- ☐ Shall be added to Employer contribution under such Option.
- ☒ Shall reduce the Employer contribution under such Option.

9. Service for Worker's Compensation Period.

If a Participant is on an Authorized Leave of Absence and is receiving worker's compensation during such Authorized Leave of Absence, such Participant

- ☒ shall be credited with Service for such period for purposes of vesting only and not for purposes of allocations of Employer Contributions.
- ☐ shall not be credited with Service for such period.

10. Vesting.

For purposes of vesting under Section 6.4 of the Plan, the Employer hereby elects the following Option:

[] Option A

<u>Years of Service</u>	<u>Vested Percentage</u>	<u>Forfeited Percentage</u>
less than 1	0%	100%
at least 1 but less than 2	10%	90%
at least 2 but less than 3	20%	80%
at least 3 but less than 4	30%	70%
at least 4 but less than 5	40%	60%
at least 5 but less than 6	50%	50%
at least 6 but less than 7	60%	40%
at least 7 but less than 8	70%	30%
at least 8 but less than 9	80%	20%
at least 9 but less than 10	90%	10%
10 or more	100%	0%

[] Option B

<u>Years of Service</u>	<u>Vested Percentage</u>	<u>Forfeited Percentage</u>
Less than 3	0%	100%
at least 3 but less than 4	20%	80%
at least 4 but less than 5	40%	60%
at least 5 but less than 6	60%	40%
at least 6 but less than 7	80%	20%
7 or more	100%	0%

[] Option C

<u>Years of Service</u>	<u>Vested Percentage</u>	<u>Forfeited Percentage</u>
less than 5	0%	100%
at least 5 but less than 6	50%	50%
at least 6 but less than 7	60%	40%
at least 7 but less than 8	70%	30%
at least 8 but less than 9	80%	20%
at least 9 but less than 10	90%	10%
10 or more	100%	0%

[X] Option D

<u>Years of Service</u>	<u>Vested Percentage</u>	<u>Forfeited Percentage</u>
Immediate 100% Vesting	100%	0%

[] Option E

The Schedule indicated below (the sum of the Vested Percentage and Forfeited Percentage at each Year of Service must equal 100%) the vesting schedule must be at least as favorable as one of the safe harbor pre-ERISA schedules. The safe harbor vesting schedules are:

- 15-year cliff vesting schedule: The plan provides that a participant is fully vested after 15 years of creditable service (service can be based on years of employment, years of participation, or other creditable years of service).
- 20-year graded vesting schedule: The plan provides that a participant is fully vested based on a graded vesting schedule of 5 to 20 years of creditable service (service can be based on years of employment, years of participation, or other creditable years of service).
- 20-year cliff vesting schedule for qualified public safety employees: The plan provides that a participant is fully vested after 20 years of creditable service (service can be based on years of employment, years of participation, or other creditable years of service). This safe harbor would be available only with respect to the vesting schedule applicable to a group in which substantially all of the participants are qualified public safety employees (within the meaning of Section 72(t)(10)(B)).

<u>Years of Service</u>	<u>Vested Percentage</u>	<u>Forfeited Percentage</u>
-------------------------	------------------------------	---------------------------------

[] Option F

To comply with the Internal Revenue Service Regulations promulgated pursuant to the Code Section 3121(b)(7)(F), Participants who are part-time, seasonal or temporary Employees will have immediate vesting.

(If this Option F is elected, one of the other Options above must also be elected for Participants who are not part-time, seasonal or temporary Employees).

11. Participant Loans.

[X] Participant loans shall be offered pursuant to Section 6.14 of the Plan.

[] Participant loans shall not be offered.

12. Direct Transfer to Other Retirement Plan.

- ☒ Direct transfer of a Participant's accounts to another defined contribution plan sponsored by the Employer is not permitted.
- ☐ The Accounts of any Participant who (i) is 100% vested in his Accounts in this Plan; (ii) has ceased to be eligible for participation in this Plan; and (iii) who becomes eligible for participation in another defined contribution retirement plan sponsored by the Employer (the "Other Retirement Plan"), shall be directly transferred to the Other Retirement Plan as soon as practicable after the Plan Administrator provides written direction to the Trustee to such effect in a form acceptable to the Trustee.

13. Valuation Date. Except with respect to any Special Valuation Date determined in accordance with Section 5.10, the Valuation Date for the Plan shall be:

- ☐ Monthly: Midnight on the last work day of the calendar month.
- ☐ Weekly: Midnight on the last work day of the calendar week.
- ☒ **Daily: Beginning effective on the first date reasonably available to the Oklahoma Municipal Retirement Fund, on each business day of the Plan Year for which Plan assets are valued on an established market.**

14. The Employer has consulted with and been advised by its attorney concerning the meaning of the provisions of the Plan and the effect of entry into the Plan.

IN WITNESS WHEREOF the **City of Altus** has caused its corporate seal to be affixed hereto and this instrument to be duly executed in its name and behalf by its duly authorized officers this _____ day of _____, _____.

City of Altus

By: _____

Title: _____

Attest:

Title: _____

(SEAL)

15. The foregoing Joinder Agreement is hereby approved by the Oklahoma Municipal Retirement Fund this _____ day of _____, _____.

OKLAHOMA MUNICIPAL RETIREMENT FUND

By: _____

Title: _____

Attest:

Secretary

(SEAL)

Required Disclosures. This Joinder Agreement is to be used only with the Oklahoma Municipal Retirement Fund Master Defined Contribution Plan. Failure to properly complete this Joinder Agreement may result in failure of the Plan to qualify under Code Section 401(a). In accordance with IRS Rev. Proc. 2011-49, the Volume Submitter Practitioner who has obtained Internal Revenue Service approval of the Oklahoma Municipal Retirement Fund Master Defined Contribution Plan has authority under the Plan document to amend the Plan on behalf of adopting employers for certain changes in the Code, regulations, revenue rulings, other statements published by the Internal Revenue Service, including model, sample or other required good faith amendments. The Volume Submitter Practitioner will inform adopting employers of any such amendments or of the discontinuance or abandonment of the volume submitter plan document. The name, address and telephone number of the Volume Submitter Practitioner are: McAfee & Taft A Professional Corporation, 211 N. Robinson, Oklahoma City, OK 73102, telephone (405) 552-2231. Any inquiries by the adopting employer regarding the adoption of the Plan, the meaning of Plan provisions, or the effect of the Internal Revenue Service advisory letter on the volume submitter plan may be directed to the Volume Submitter Practitioner.

[Published this _____ day of _____, 2015.]

EMERGENCY
ORDINANCE NO. 2015 - _____

AN ORDINANCE OF THE CITY OF ALTUS, OKLAHOMA, PROVIDING THAT THE CODE OF ORDINANCES, CITY OF ALTUS, OKLAHOMA, BE AMENDED BY REVISING SECTION 22-7 ENTITLED *AMENDMENTS* ADDING SUBSECTION (A)(15), RELATING TO THE DEFINED CONTRIBUTION PLANS WITH OMRF; PERTAINING TO ALTUS DC PLAN DESIGN; REVISING THE DEFINITION OF “EMPLOYEE” TO EXCLUDE ANY PERSON WHO HOLDS THE POSITION OF ASSISTANT CITY MANAGER ON OR AFTER AUGUST 19, 2015, SO THAT THE ASSISTANT CITY MANAGER WILL NOT BE IN THE CMO-ACM PLAN; PROVIDING FOR SEVERABILITY; AND DECLARING AN EMERGENCY DATE WITH A NOVEMBER 1, 2015 EFFECTIVE DATE; AND REPEALING ALL OTHER ORDINANCES IN CONFLICT HEREWITH.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF ALTUS, OKLAHOMA:

Section 1. That the Code of Ordinances of the City of Altus, Oklahoma, be amended by revising Section 22-7 to add subsection (a) (15) to Article I, Chapter 22, to read as follows:

“Sec. 22-7. Amendments.

(a) *Adoption.*

* * * *

(15) *Amendment No. 15:* Pursuant to the authority conferred by the laws of the State, and for the purpose of encouraging continuity and meritorious service on the part of the City employees and thereby promote public efficiency, there is hereby authorized, approved, and adopted, effective as of November 1, 2015, Amendment No. 15, to Employee Retirement System of Altus, Oklahoma, Altus DC Plan, adopting a revised definition to “employee” to exclude any person who holds the position of Assistant City Manager on or after August 19, 2015, as approved in the passage of OMRF Ordinance No. 2015-_____ likewise revising the definition of “employee”, with a new Joinder Agreement between the City and OMRF, attached as Exhibit “A” as passed and approved on November 17, 2015.”

Section 2. That all other ordinances or parts of ordinances in conflict with this ordinance are repealed.

Section 3. That an emergency is hereby declared by reason that all OMRF ordinances have the same effective date, and the City Council voted to approve, this same date, a separate OMRF Emergency Ordinance No. 2015 _____ amending the OMRF Employee Retirement System Defined Contribution Plan for the City of Altus, Oklahoma as to the definition of “Employee” to exclude any person who holds the position of Assistant City Manager on or after August 19, 2015, both to be effective November 1, 2015, and therefore this ordinance shall be effective upon its passage and approval.

PASSED AND APPROVED this 17th day of November, 2015.

By: _____
JACK SMILEY, Mayor

(SEAL)

ATTEST:

DEBBIE DAVIS, City Clerk

Approved as to form and legality this _____ day of _____, 2015.

CATHERINE J. COKE, City Attorney

Attachment: 22-7 2015 Amdt (15) (1093 : OMRF City Ordinances DC Plan Assistant City Manager)

Item No. _____

Date: November 17, 2015

AGENDA ITEM COMMENTARY

ITEM TITLE: Consider, Discuss and Vote to Approve 1) Emergency OMRF Ordinance No. 2015-____ and Emergency City Ordinance No. 2015-____ Amending the City's Defined Contribution (DC) Plan for the Position of City Manager and Adding Section 22-7(A)(14) to the Altus Code to Amend the City's DC (Defined Contribution) Plan for Eligible Employees to Amend the Definition of "Employee" to Exclude Any Person who Holds the Position of City Manager on or After May 18, 2015 and Approve a New OMRF Master Defined Contribution Plan Joinder Agreement as Exhibit A; 2) Declaring an Emergency with an Effective Date of November 1, 2015; or Take Any Other Appropriate Action.

INITIATOR: City Manager

STAFF INFORMATION SOURCE: City Attorney; HR Director

BACKGROUND: This is a clean-up item. Under the City's OMRF DC (Defined Contribution) Plan the position of City Manager is included in the definition of "employee." However, the City Council has agreed for the position of City Manager on or after May 18, 2015 to contribute a certain percentage of the City Manager's salary into the International City Management Retirement Corporation (ICMAS-RC) Deferred Compensation Plan instead of contributing into the City's CMO-CM Plan. This means that the OMRF Master DC Plan will need to be amended by passage of an OMRF Emergency Ordinance and a City Emergency Ordinance, effective November 1, 2015.

FUNDING: N/A

EXHIBITS: 1) Emergency OMRF Ordinance No. 2015-____ with new Master DC Joinder Agreement attached as Exhibit A; and 2) Emergency City Ordinance adding Section 22-7 (a)(14) Amendment No. 14 to the Altus Code.

COUNCIL ACTION: Vote to Approve 1) Emergency OMRF Ordinance No. 2015-____ and Emergency City Ordinance No. 2015-____ Amending the City's Defined Contribution (DC) Plan for the Position of City Manager and Adding Section 22-7(A)(14) to the Altus Code to Amend the City's DC (Defined Contribution) Plan for Eligible Employees to Amend the Definition of "Employee" to Exclude Any Person who Holds the Position of City Manager on or After May 18, 2015 and Approve a New OMRF Master Defined Contribution Plan Joinder Agreement as Exhibit A; 2) Declaring an Emergency with an Effective Date of November 1, 2015; or Take Any Other Appropriate Action.

STAFF RECOMMENDATION: Stated Council Action

AN ORDINANCE OF THE CITY OF ALTUS, OKLAHOMA

ORDINANCE NO. _____

AN ORDINANCE AMENDING THE EMPLOYEE RETIREMENT SYSTEM, **DEFINED CONTRIBUTION PLAN FOR THE POSITION OF CITY MANAGER FOR THE CITY OF ALTUS**, OKLAHOMA; PROVIDING RETIREMENT BENEFITS FOR ELIGIBLE EMPLOYEES OF THE **CITY OF ALTUS**, OKLAHOMA; **PERTAINING TO THE DEFINITION OF EMPLOYEE**; PROVIDING FOR REPEALER AND SEVERABILITY; AND DECLARING AN EMERGENCY.

BE IT ORDAINED BY CITY COUNCIL OF THE CITY OF ALTUS, OKLAHOMA.

Section 1. **AMENDATORY.** The Employee Retirement System, Defined Contribution Plan, of the **City of Altus**, Oklahoma, is hereby amended as reflected on the attached Exhibit "A", which is incorporated herein and adopted by reference. These amendments shall become effective on **November 1, 2015**.

Section 2. **EXECUTION AUTHORIZATION.** The City Clerk and Mayor be and they are hereby authorized and directed to execute the amended Retirement System Plan documents and to do all the other acts necessary to put said amendment into effect and to maintain IRS qualification of the Plan. The executed amended document attached hereto as Exhibit "A" is hereby ratified and confirmed in all respects.

Section 3. **SEVERABILITY.** If, regardless of cause, any section, subsection, paragraph, sentence, or clause of this ordinance, including the System as set forth in Exhibit "A" is held invalid or to be unconstitutional, the remaining sections, subsections, paragraphs, sentences, or clauses shall continue in full force and effect and shall be construed thereafter as being the entire provisions of this ordinance.

Section 4. **REPEALER.** Any ordinance inconsistent with the terms and provisions of this ordinance is hereby repealed; provided, however, that such repeal shall be only to the extent of such inconsistency and in all other respects this ordinance shall be cumulative of other ordinances regulating and governing the subject matter covered by this ordinance.

Section 5. **EMERGENCY.** Whereas, in the judgment of the City Council of the **City of Altus**, Oklahoma, the public peace, health, safety, and welfare of the **City of Altus**, Oklahoma, and the inhabitants thereof demand the immediate passage of this ordinance, an emergency is hereby declared, the rules are suspended, and this ordinance shall be in full force and effect on its passage and approval.

Attachment: DC Altus ORD CM not in plan 2015 (1091 : OMRF City Ordinances DC Plan City Manager)

END

The foregoing ordinance was introduced before the City Council on the _____ day of _____, _____, and was duly adopted and approved by the Mayor and City Council on the _____ day of _____, _____, after compliance with notice requirements of the Open Meeting Law (25 OSA, Section 301, et seq.).

ATTEST:

MAYOR

CITY CLERK

Approved as to form and legality on _____, _____.

CITY ATTORNEY

**OKLAHOMA MUNICIPAL RETIREMENT FUND
MASTER DEFINED CONTRIBUTION PLAN
JOINDER AGREEMENT**

City of Altus, a city, town, agency, instrumentality, or public trust located in the State of Oklahoma, with its principal office at Altus, hereby establishes a Defined Contribution Plan to be known as **City of Altus Plan** (the "Plan") in the form of the Oklahoma Municipal Retirement Fund Master Defined Contribution Plan.

Except as otherwise provided herein, the definitions in Article II of the Plan apply.

1. Dates.

- ☐ This instrument is a new Plan effective ____ (date may not be prior to Plan Year of the date of execution).
- ☒ This instrument is an amendment, restatement and continuation of the Previous Plan, which was originally effective March 1, 2002. The effective date of this Joinder Agreement is **November 1, 2015** (date may not be prior to Plan Year of the date of execution), except as otherwise stated in the Plan and the Joinder Agreement

2. Employee.

The word "Employee" shall mean:

- ☐ Any person, other than a Leased Employee, who, on or after the Effective Date, is considered to be a regular full-time employee in accordance with the Employer's standard personnel policies and practices, and is receiving remuneration for such services rendered to the Employer (including any elected official and any appointed officer or employee of any department of the Employer, whether governmental or proprietary in nature), including persons on Authorized Leave of Absence. Employees shall not include independent contractors. Elected members of the City Council shall not be considered to be Employees solely by reason of their holding such office.
- ☐ Any person, other than a Leased Employee, who, on or after the Effective Date, is considered to be a regular employee in accordance with the Employer's standard personnel policies and practices (including part-time, seasonal and temporary employees), and is receiving remuneration for such services rendered to the Employer (including any elected official and any appointed officer or employee of any department of the Employer, whether governmental or proprietary in nature), including persons on Authorized Leave of Absence. Employees shall not include independent contractors. Elected members of the City Council shall not be considered to be Employees solely by reason of their holding such office.
- ☒ **Any person who, ☐ on or after the Effective Date, ☒ as of January 2, 2012 and prior to May 18, 2015, holds the position of:**
- ☒ City Manager, City or Town Administrator, President, Chief Executive Officer, General Manager, or District Manager, as applicable.
- ☐ Assistant City Manager ☐ Chief of Police ☐ Fire Chief
- ☐ Department Head or Department Manager
- ☐ Finance Director or Chief Financial Officer
- ☐ General Counsel or Municipal Attorney ☐ Municipal Judge
- ☐ (specify position)

The word "Employee" shall not include:

- ☐ Any person who is currently accruing benefits under any other state or local retirement system.
- ☐ Any person in the following position and who is covered under another retirement program or system approved by the City:
- ☐ City Manager, City or Town Administrator, President, Chief Executive Officer, General Manager, or District Manager, as applicable.
- ☐ Assistant City Manager ☐ Chief of Police ☐ Fire Chief
- ☐ Department Head or Department Manager
- ☐ Finance Director or Chief Financial Officer
- ☐ General Counsel or Municipal Attorney ☐ Municipal Judge
- ☐ (specify position)

- ☒ **Any person who holds the position of City Manager on or after of May 18, 2015 .**

3. Entry Date.

Eligible Employees shall commence participation in the Plan: (Select only one)

- ☐ **months** (any number of months up to twelve) after the later of the Employee's Employment Commencement Date or the date the definition of Employee in Section 2 hereof was met, provided that the individual has met the definition of Employee in Section 2 hereof throughout such period.
- ☒ **On the Employee's Employment Commencement Date.** (If the Employer has opted out of Old Age and Disability Insurance (OADI), this option must be elected).

4. Definition of Compensation.

Compensation shall exclude the item(s) listed below:

- ☐ No exclusions.
- ☐ Overtime pay.
- ☐ Bonuses.
- ☐ Commissions.
- ☐ Longevity Pay.
- ☒ Severance pay.
- ☒ Fringe benefits, expense reimbursements, deferred compensation and welfare benefits.
- ☐ Accrued vacation or sick leave paid upon termination of employment and moving expenses.
- ☐ Other:

5. Plan Design.

The Employer hereby elects the following Plan design:

- ☒ **Pick-up Option.** Each Employee shall be required to contribute to the Plan 0.00 % of his or her Compensation. These contributions shall be picked up and assumed by the Employer and paid to the Fund in lieu of contributions by the Participant. No Participant shall have the option of receiving the contributed amounts directly as Compensation.

- ☐ **Thrift Plan Option.**

☐ A Participant may elect to contribute to the Plan for each Valuation Period an amount which is at least 1%, but no more than % of his Compensation ("Mandatory Contributions"). Mandatory Contributions shall be made by payroll deductions. A Participant shall authorize such deductions in writing on forms approved by, and filed with the Committee.

- ☐ The Employer shall contribute to the Fund an amount equal to % of the total Mandatory Contributions contributed by Participants.

The Employer contribution shall be allocated in the proportion which the Mandatory Contributions of each such Participant for such Valuation Period bear to the total Mandatory Contributions contributed by all such Participants for such Valuation Period. Forfeitures attributable to Employer contributions under the Thrift Plan Option of this Section 5 shall be used to reduce Employer contributions under such Option.

- ☐ **Fixed Option.** The Employer shall contribute to the Fund an amount equal to % of the total covered Compensation of all Participants for the Valuation Period. The Employer contribution shall be allocated in the proportion which the Compensation of each such Participant for such Valuation Period bears to the Compensation paid to all such Participants for such Valuation Period.

- ☒ **Variable Option.**

☒ The Employer intends to make a contribution to the Plan for the benefit of the Participants for each Valuation Period. The contribution may be varied from year to year by the Employer. (Select one option below)

- ☐ **Option A:** The Employer contribution shall be allocated in the proportion that each such Participant's total points awarded bear to the total points awarded to all Participants with respect to such year. A Participant shall be awarded one point for each Year of Service.

- ☒ **Option B:** The Employer contribution shall be allocated in the proportion which the Compensation of each such Participant for such Valuation Period bears to the Compensation paid to all such Participants for such Valuation Period.

- ☐ **Option C:** A combination of Options A and B in the following ratios: ___% for Option A, and ___% for Option B.

- ☐ 401(k) Option.
(This Option available only if elected prior to May 1, 1986)
- ☐ Participant Deferral Elections shall be allowed under the provisions of Section 4.8 of the Plan. Participants shall be allowed to defer no more than % of their Compensation for each election period.
- ☐ Section 4.8(d) of the Plan ("Roth Elective Deferrals") shall apply to contributions after _____ (enter a date later than January 1, 2006, but not earlier than the date the Roth option was initially adopted), and the Plan will accept a direct rollover from another Roth elective deferral account under an applicable retirement plan as described in Code Section 402A(e)(1).
- ☐ Matching Contribution Option. The Employer shall contribute to the Fund an amount equal to _____% of the Participant's contributions under the Employer's Section 457(b) Deferred Compensation Plan. The Employer matching contribution shall be limited to _____% of the Participant's Compensation. Forfeitures attributable to Employer matching contributions under this Matching Contribution Option of Section 5 shall be used to reduce Employer matching contributions under such Option.
- ☐ No Employer Contribution Option.

6. Other Participant Contribution Options.

- ☒ Voluntary Nondeductible Contributions by Participants shall be allowed under the provisions of Section 4.4 of the Plan.
- ☐ A Participant may not withdraw Voluntary Nondeductible Contributions.
- ☐ Participants shall not contribute to the Plan.

7. Self-Directed Investments.

- ☒ Are permitted.
- ☐ Are not permitted.

8. Allocation of Forfeitures Available.

Forfeitures of Employer contributions attributable to the Fixed Option or Variable Option under Section 5 hereof:

- ☒ Shall be added to Employer contribution under such Option.
- ☐ Shall reduce the Employer contribution under such Option.

9. Service for Worker's Compensation Period.

If a Participant is on an Authorized Leave of Absence and is receiving worker's compensation during such Authorized Leave of Absence, such Participant

- ☒ shall be credited with Service for such period for purposes of vesting only and not for purposes of allocations of Employer Contributions.
- ☐ shall not be credited with Service for such period.

10. Vesting.

For purposes of vesting under Section 6.4 of the Plan, the Employer hereby elects the following Option:

[] Option A

<u>Years of Service</u>	<u>Vested Percentage</u>	<u>Forfeited Percentage</u>
less than 1	0%	100%
at least 1 but less than 2	10%	90%
at least 2 but less than 3	20%	80%
at least 3 but less than 4	30%	70%
at least 4 but less than 5	40%	60%
at least 5 but less than 6	50%	50%
at least 6 but less than 7	60%	40%
at least 7 but less than 8	70%	30%
at least 8 but less than 9	80%	20%
at least 9 but less than 10	90%	10%
10 or more	100%	0%

[] Option B

<u>Years of Service</u>	<u>Vested Percentage</u>	<u>Forfeited Percentage</u>
Less than 3	0%	100%
at least 3 but less than 4	20%	80%
at least 4 but less than 5	40%	60%
at least 5 but less than 6	60%	40%
at least 6 but less than 7	80%	20%
7 or more	100%	0%

[] Option C

<u>Years of Service</u>	<u>Vested Percentage</u>	<u>Forfeited Percentage</u>
less than 5	0%	100%
at least 5 but less than 6	50%	50%
at least 6 but less than 7	60%	40%
at least 7 but less than 8	70%	30%
at least 8 but less than 9	80%	20%
at least 9 but less than 10	90%	10%
10 or more	100%	0%

[X] Option D

<u>Years of Service</u>	<u>Vested Percentage</u>	<u>Forfeited Percentage</u>
Immediate 100% Vesting	100%	0%

[] Option E

The Schedule indicated below (the sum of the Vested Percentage and Forfeited Percentage at each Year of Service must equal 100%) the vesting schedule must be at least as favorable as one of the safe harbor pre-ERISA schedules. The safe harbor vesting schedules are:

- 15-year cliff vesting schedule: The plan provides that a participant is fully vested after 15 years of creditable service (service can be based on years of employment, years of participation, or other creditable years of service).
- 20-year graded vesting schedule: The plan provides that a participant is fully vested based on a graded vesting schedule of 5 to 20 years of creditable service (service can be based on years of employment, years of participation, or other creditable years of service).
- 20-year cliff vesting schedule for qualified public safety employees: The plan provides that a participant is fully vested after 20 years of creditable service (service can be based on years of employment, years of participation, or other creditable years of service). This safe harbor would be available only with respect to the vesting schedule applicable to a group in which substantially all of the participants are qualified public safety employees (within the meaning of Section 72(t)(10)(B)).

<u>Years of Service</u>	<u>Vested Percentage</u>	<u>Forfeited Percentage</u>
-------------------------	------------------------------	---------------------------------

[] Option F

To comply with the Internal Revenue Service Regulations promulgated pursuant to the Code Section 3121(b)(7)(F), Participants who are part-time, seasonal or temporary Employees will have immediate vesting.

(If this Option F is elected, one of the other Options above must also be elected for Participants who are not part-time, seasonal or temporary Employees).

11. Participant Loans.

[X] Participant loans shall be offered pursuant to Section 6.14 of the Plan.

[] Participant loans shall not be offered.

12. Direct Transfer to Other Retirement Plan.

- ☒ Direct transfer of a Participant's accounts to another defined contribution plan sponsored by the Employer is not permitted.
- ☐ The Accounts of any Participant who (i) is 100% vested in his Accounts in this Plan; (ii) has ceased to be eligible for participation in this Plan; and (iii) who becomes eligible for participation in another defined contribution retirement plan sponsored by the Employer (the "Other Retirement Plan"), shall be directly transferred to the Other Retirement Plan as soon as practicable after the Plan Administrator provides written direction to the Trustee to such effect in a form acceptable to the Trustee.

13. Valuation Date. Except with respect to any Special Valuation Date determined in accordance with Section 5.10, the Valuation Date for the Plan shall be:

- ☐ Monthly: Midnight on the last work day of the calendar month.
- ☐ Weekly: Midnight on the last work day of the calendar week.
- ☒ **Daily: Beginning effective on the first date reasonably available to the Oklahoma Municipal Retirement Fund, on each business day of the Plan Year for which Plan assets are valued on an established market.**

14. The Employer has consulted with and been advised by its attorney concerning the meaning of the provisions of the Plan and the effect of entry into the Plan.

IN WITNESS WHEREOF the **City of Altus** has caused its corporate seal to be affixed hereto and this instrument to be duly executed in its name and behalf by its duly authorized officers this _____ day of _____, _____.

City of Altus

By: _____

Attest:

Title: _____

Title: _____

(SEAL)

15. The foregoing Joinder Agreement is hereby approved by the Oklahoma Municipal Retirement Fund this _____ day of _____, _____.

OKLAHOMA MUNICIPAL RETIREMENT FUND

By: _____

Title: _____

Attest:

Secretary

(SEAL)

Required Disclosures. This Joinder Agreement is to be used only with the Oklahoma Municipal Retirement Fund Master Defined Contribution Plan. Failure to properly complete this Joinder Agreement may result in failure of the Plan to qualify under Code Section 401(a). In accordance with IRS Rev. Proc. 2011-49, the Volume Submitter Practitioner who has obtained Internal Revenue Service approval of the Oklahoma Municipal Retirement Fund Master Defined Contribution Plan has authority under the Plan document to amend the Plan on behalf of adopting employers for certain changes in the Code, regulations, revenue rulings, other statements published by the Internal Revenue Service, including model, sample or other required good faith amendments. The Volume Submitter Practitioner will inform adopting employers of any such amendments or of the discontinuance or abandonment of the volume submitter plan document. The name, address and telephone number of the Volume Submitter Practitioner are: McAfee & Taft A Professional Corporation, 211 N. Robinson, Oklahoma City, OK 73102, telephone (405) 552-2231. Any inquiries by the adopting employer regarding the adoption of the Plan, the meaning of Plan provisions, or the effect of the Internal Revenue Service advisory letter on the volume submitter plan may be directed to the Volume Submitter Practitioner.

Attachment: DC Altus ORD CM not in plan 2015 (1091 : OMRF City Ordinances DC Plan City Manager)

[Published this _____ day of _____, 2015.]

EMERGENCY
ORDINANCE NO. 2015 - _____

AN ORDINANCE OF THE CITY OF ALTUS, OKLAHOMA, PROVIDING THAT THE CODE OF ORDINANCES, CITY OF ALTUS, OKLAHOMA, BE AMENDED BY REVISING SECTION 22-7 ENTITLED *AMENDMENTS* ADDING SUBSECTION (A)(14), RELATING TO THE DEFINED CONTRIBUTION PLANS WITH OMRF; PERTAINING TO ALTUS DC PLAN DESIGN; REVISING THE DEFINITION OF “EMPLOYEE” TO EXCLUDE ANY PERSON WHO HOLDS THE POSITION OF CITY MANAGER ON OR AFTER MAY 18, 2015, SO THAT THE CITY MANAGER WILL NOT BE IN THE CMO-CM PLAN; PROVIDING FOR SEVERABILITY; AND DECLARING AN EMERGENCY DATE WITH A NOVEMBER 1, 2015 EFFECTIVE DATE; AND REPEALING ALL OTHER ORDINANCES IN CONFLICT HEREWITH.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF ALTUS, OKLAHOMA:

Section 1. That the Code of Ordinances of the City of Altus, Oklahoma, be amended by revising Section 22-7 to add subsection (a) (14) to Article I, Chapter 22, to read as follows:

“Sec. 22-7. Amendments.

(a) *Adoption.*

* * * *

(14) *Amendment No. 14:* Pursuant to the authority conferred by the laws of the State, and for the purpose of encouraging continuity and meritorious service on the part of the City employees and thereby promote public efficiency, there is hereby authorized, approved, and adopted, effective as of November 1, 2015, Amendment No. 14, to Employee Retirement System of Altus, Oklahoma, Altus DC Plan, adopting a revised definition to “employee” to exclude any person who holds the position of City Manager on or after May 18, 2015, as approved in the passage of OMRF Ordinance No. 2015-_____ likewise revising the definition of “employee”, with a new Joinder Agreement between the City and OMRF, attached as Exhibit “A” as passed and approved on November 17, 2015.”

Section 2. That all other ordinances or parts of ordinances in conflict with this ordinance are repealed.

Section 3. That an emergency is hereby declared by reason that all OMRF ordinances have the same effective date, and the City Council voted to approve, this same date, a separate OMRF Emergency Ordinance No. 2015 _____ amending the OMRF Employee Retirement System Defined Contribution Plan for the City of Altus, Oklahoma as to the definition of “Employee” to exclude any person who holds the position of City Manager on or after May 18, 2015, both to be effective November 1, 2015, and therefore this ordinance shall be effective upon its passage and approval.

PASSED AND APPROVED this 17th day of November, 2015.

By: _____
JACK SMILEY, Mayor

(SEAL)

ATTEST:

DEBBIE DAVIS, City Clerk

Approved as to form and legality this _____ day of _____, 2015.

CATHERINE J. COKE, City Attorney

Attachment: 22-7 2015 Amdt (14) (1091 : OMRF City Ordinances DC Plan City Manager)

Item No. _____

Date: November 17, 2015

AGENDA ITEM COMMENTARY

ITEM TITLE: Consider, Discuss and Vote to Approve a Request from an Employee to Receive a Lump Sum Payment of Retirement Benefits.

INITIATOR: Earnest Ray Jones

STAFF INFORMATION SOURCE: Angie Murphy, Director of Human Resources & Authorized Agent

BACKGROUND: Earnest Ray Jones retired from the Street Department on August 13, 2015, he wishes to receive a lump sum payment of his retirement money. Earnest began working for the City on September 01, 1973. Employees hired prior to 1996 are eligible for lump sum payment of retirement benefits. OMRF requires that the City Council approve any lump sum withdrawal from the retirement system.

FUNDING: OMRF Retirement Fund

EXHIBITS: None

COUNCIL ACTION: Vote to approve the request from an employee to receive a lump sum payment of retirement benefits.

STAFF RECOMMENDATION: Stated Council Action

Item No. _____

Date: November 17, 2015

AGENDA ITEM COMMENTARY

ITEM TITLE: Consider, Discuss and Vote to Approve Resolution No. 2015-_____Directing Filing and Notification to the Public of the Publication of Supplement #35 to the Altus City Code 1980, or Take Any Other Appropriate Action.

INITIATOR: Linda Walker

STAFF INFORMATION SOURCE: Linda Walker

BACKGROUND: The City is required to adopt a resolution notifying the public of the publication of its code of compiled penal ordinances or biennial supplements thereto, pursuant to Section 14-110 of Title 11 O.S.A., and to file said resolution with the County Clerk. The attached resolution notifies the public of our City's Code ordinance supplement process and allows the public access for use, inspection and examination of our code and supplements. Supplement #35 contains the ordinance passed (Ordinance No. 2015-18) enacted August 18, 2015.

FUNDING: 04-5304-210 Codification.

EXHIBITS: 1) Resolution No. 2015-_____; 2) 11 O.S.A. Section 14-109; and 3) 11 O.S.A. Section 14-110.

COUNCIL ACTION: Vote to approve Resolution No. 2015-_____directing filing and notification to the public of the publication of Supplement #35 to the Altus City Code 1980, or take any other appropriate action.

STAFF RECOMMENDATION: Stated Council Action

RESOLUTION NO. 2015 - ____

A RESOLUTION OF THE CITY OF ALTUS, OKLAHOMA, A MUNICIPAL CORPORATION DIRECTING FILING AND NOTIFICATION OF THE PUBLIC OF THE PUBLICATION OF SUPPLEMENT #35 TO THE ALTUS CITY CODE CONTAINING PENAL ORDINANCES AND ANY SUPPLEMENTS AND NONPENAL ORDINANCES AND ANY SUPPLEMENTS WHICH HAVE BEEN CODIFIED.

WHEREAS, the City of Altus has contracted with the Municipal Code Corporation of Tallahassee, Florida to prepare Supplement #35 to the Code of Ordinances of the City of Altus, Oklahoma covering a codification period for penal and nonpenal ordinances enacted by the municipal governing body through Ordinance No. 2015-18, adopted August 18, 2015; and

WHEREAS, the City is required to publish its permanent volume of compiled penal ordinances and any supplements thereto and to deposit a copy of its permanent volume of penal ordinances and each biennial supplement with the County Law Library and to deposit at least three (3) copies of its permanent volume of compiled penal ordinances and any supplements to the same in the office of the City Clerk pursuant to Section 14-109 and 14-110 of Title 11 of the Oklahoma Statutes; and

WHEREAS, the City is required to adopt a resolution notifying the public of the publication of its code and supplements pursuant to Section 14-110 of Title 11 of the Oklahoma Statutes and to file a copy of the Resolution in the office of the County Clerk.

NOW, THEREFORE BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF ALTUS, OKLAHOMA:

THAT the public is hereby notified of the publication of Supplement #35, to the Code of Ordinances and that copies of the aforementioned supplement is available for public use, inspection and examination in the office of the City Clerk; and

THAT Supplement #35 shall be available for purchase by the public at cost plus 10%.

THAT the City Clerk shall cause to be filed one (1) copy of this resolution with the office of the County Clerk of Jackson County; and

THAT the City Clerk shall cause to be filed one (1) copy of this resolution and one (1) copy of Supplement #35 to be filed with the Law Library of Jackson County; and

THAT the Clerk shall keep at least three (3) copies of the aforementioned supplement to the Altus Code of Ordinances in the office of the City Clerk shall keep copies of such ordinances, code of compilations for distribution or sale at a reasonable price.

ADOPTED this 17th day of November, 2015, by the City Council of the City of Altus, Oklahoma.

By: _____
JACK SMILEY, Mayor

(SEAL)

ATTEST:

DEBBIE DAVIS, City Clerk-Treasurer

APPROVED as to form and legality this 17th day of November, 2015.

CATHERINE J. COKE, CITY ATTORNEY

Attachment: Supplement Resolution #35 (1092 : Supp #35)

I, _____, hereby certify that I am in receipt of Supplement #35 to the Altus City Code, 1980 which was duly filed by the City in the Jackson County Law Library to be incorporated into the Law Library's permanent volume all in conformance with Title 11 O.S.A. 1994 Supp., 14-110.

Law Librarian

Date

Attachment: Supplement Resolution #35 (1092 : Supp #35)



Home Courts Court Dockets Legal Research Calendar Help

Previous Section Top Of Index This Point in Index Citationize Next Section Print Only

Title 11. Cities and Towns

Oklahoma Statutes Citationized

Title 11. Cities and Towns

Chapter 1 - Oklahoma Municipal Code

Article Article XIV - Municipal Ordinances

Section 14-109 - Mandatory Compilation of Penal Ordinances

Cite as: O.S. §, __ __

The penal ordinances of every municipality shall be compiled and published in a permanent form, either printed or typed, periodically, but not less than once each ten (10) years. Each municipality shall also publish biennial supplements to the permanent volume of compiled penal ordinances. No municipal ordinance shall be enforced if it is not reflected in such a permanent volume or supplement if the ordinance was adopted before the latest compilation or supplement. A codification of municipal ordinances which includes all penal ordinances is sufficient for complying with this compilation requirement if the code is issued as a permanent volume with biennial supplements and if the procedures for filing and notice, as outlined in Section 11-14-110 of this title, have been complied with. Provided, further, the ten-year codification requirement shall be satisfied if the code complies with the compilation requirement and the biennial supplements are made a part of the permanent volume which are maintained in permanent form either bound or in a loose-leaf form.

Historical Data

Laws 1977, HB 1100, c. 256, § 14-109, eff. July 1, 1978; Amended by Laws 1979, HB 1279, c. 44, § 3, emerg. eff. April 9, 1979.

Citationizer® Summary of Documents Citing This Document

Cite Name	Level
Oklahoma Court of Criminal Appeals Cases	
Cite	Name Level
1981 OK CR 133, 636 P.2d 346,	WEIS v. CITY OF OKLAHOMA CITY Discussed at Length
Oklahoma Court of Civil Appeals Cases	
Cite	Name Level
2005 OK CIV APP 35, 114 P.3d 499,	KENNEDY v. STATE ex rel. DEPT. OF PUBLIC SAFETY Cited
Oklahoma Supreme Court Cases	
Cite	Name Level
2007 OK 57, 193 P.3d 964,	HOUSE v. TOWN OF DICKSON Cited
Title 11. Cities and Towns	
Cite	Name Level
11 O.S. 27-119,	Jury Trials - Qualifications of Jurors Cited

Citationizer: Table of Authority

Cite Name	Level
Title 11. Cities and Towns	
Cite	Name Level
11 O.S. 14-110,	Notice and Filing of Penal Ordinance Compilations - Judicial Notice Cited



Home Courts Court Dockets Legal Research Calendar Help

Previous Section Top Of Index This Point in Index Citationize Next Section Print Only

Title 11. Cities and Towns

Oklahoma Statutes Citationized

Title 11. Cities and Towns

Chapter 1 - Oklahoma Municipal Code

Article Article XIV - Municipal Ordinances

Section 14-110 - Notice and Filing of Penal Ordinance Compilations - Judicial Notice

Cite as: O.S. §, ___

When a municipality has compiled and published its permanent volume or biennial supplement of penal ordinances, the governing body of the municipality shall adopt a resolution notifying the public of the publication. A copy of the resolution shall be filed in the office of the county clerk in each county in which the municipality is located. The county clerk shall assign the filed resolution a book and page number. At least one copy of the permanent volume and each biennial supplement shall be deposited free of cost by the municipality in the county law library of each county wherein the municipality is located, and receipt of same shall be duly noted in writing by the county law librarian. A copy of the receipt may be filed with the county clerk who shall then assign a book and page number. The permanent volume or biennial supplement of compiled penal ordinances shall be available for purchase by the public at a reasonable price. Ordinances which have been compiled and filed in accordance with this section shall be judicially noticed in all court proceedings. Provided, a court may consider a book and page reference of the county clerk's filings as satisfactory proof of compliance so that judicial notice may be taken of an ordinance.

Historical Data

Laws 1985, HB 1406, c. 87, § 1, eff. November 1, 1985; Amended by Laws 1989, SB 262, c. 104, § 2, emerg. eff. April 25, 1989.

Citationizer® Summary of Documents Citing This Document

Cite Name	Level	
Oklahoma Court of Criminal Appeals Cases		
Cite	Name	Level
<u>1988 OK CR 168, 760 P.2d 841,</u>	<u>CLAYTON v. CITY OF OKLAHOMA CITY</u>	Discussed
<u>1988 OK CR 238, 763 P.2d 703,</u>	<u>McKAY v. CITY OF TULSA</u>	Cited
<u>1991 OK CR 122, 822 P.2d 1139,</u>	<u>HISHAW v. CITY OF OKLAHOMA CITY</u>	Cited
<u>1981 OK CR 133, 636 P.2d 346,</u>	<u>WEIS v. CITY OF OKLAHOMA CITY</u>	Cited
Title 11. Cities and Towns		
Cite	Name	Level
<u>11 O.S. 14-109,</u>	<u>Mandatory Compilation of Penal Ordinances</u>	Cited
<u>11 O.S. 27-119,</u>	<u>Jury Trials - Qualifications of Jurors</u>	Cited

Citationizer: Table of Authority

Cite	Name	Level
None Found.		

Item No. _____

Date: November 17, 2015

AGENDA ITEM COMMENTARY

ITEM TITLE: Consider, Discuss and Vote to Approve Resolution No. 2015-____ Declaring the Selection of the Professional Engineering Firm to Perform Bridge Inspections for the City of Altus in Accordance with the National Bridge Inspection Standards Under ODOT Bridge Inspection Contracts for April 1, 2016 to March 31, 2018; And/Or Any Other Appropriate Action

INITIATOR: Johnny Barron

STAFF INFORMATION SOURCE: Johnny Barron, Chad Osborne

BACKGROUND: The National Bridge Inspection Standards (NBIS) were released in 2009 and require all states to provide safety inspections of all public bridges with a span of 20 feet or longer, regardless of whether the bridges are owned and maintained by State, County or local agencies. The NBIS is found in 23 CFR Part 650 and requires inspections to be conducted every 24 months. There are six bridges in Altus that are to be inspected under this program.

ODOT has obtained federal funding for bridge inspections and has prequalified 10 professional engineering firms. ODOT contacted the City of Altus in late September asking for a formal resolution regarding our selection of one of the 10 prequalified firms to perform bridge inspections.

City staff reviewed the list of prequalified engineering firms and does not have a preferred firm. Staff, therefore, recommends using whichever firm is selected by Jackson County.

FUNDING: N/A

EXHIBITS: Resolution 2015-_____

COUNCIL ACTION: Vote to Approve Resolution No. 2015-____ Declaring the Selection of the Professional Engineering Firm to Perform Bridge Inspections for the City of Altus in Accordance with the National Bridge Inspection Standards under ODOT Bridge Inspection Contracts for April 1, 2016 to March 31, 2018; And/Or Any Appropriate Action

STAFF RECOMMENDATION: Stated Council Action

RESOLUTION NO. 2015 – _____

**CONCERNING BRIDGE INSPECTION RESPONSIBILITY
BY LOCAL GOVERNMENT FOR COMPLIANCE WITH
NATIONAL BRIDGE INSPECTION STANDARDS
Bridge Inspection Contracts for April 2016 to April 2018**

WHEREAS, the City of Altus, Oklahoma has the responsibility of bridge maintenance safety inspections; and

WHEREAS, the City of Altus, Oklahoma has the following options:

- 1) Select one of ODOT's prequalified engineering firms.
- 2) Elect to do bridge safety inspections with your own forces using inspection teams and an oversight engineer *fully qualified* as mandated by the NBIS (National Bridge Inspection Standards).
- 3) Use the same consultant as Jackson County. A letter is attached stating that the County has agreed to cover the extra cost for the local match of the city bridges.

Therefore, BE IT RESOLVED by the City of Altus, Oklahoma that it is their desire to select option #3

as the engineer responsible for city bridge inspections as approved by the Oklahoma Department of Transportation.

ADOPTED this the _____ day of November, 2015.

BY: _____
JACK SMILEY, MAYOR

(SEAL)

ATTEST:

DEBBIE DAVIS, City Clerk/Treasurer

Item No. _____

Date: November 17, 2015

AGENDA ITEM COMMENTARY

ITEM TITLE: Consider, Discuss and Vote to Approve the Design Drawings for the Mesquite Meadows Addition Proposed for Development by George Nassany, Manager, Nassany Land Company LLC; And/Or Any Other Appropriate Action

INITIATOR: Johnny Barron

STAFF INFORMATION SOURCE: Johnny Barron

BACKGROUND: The U.S. Air Force is adding a squadron of KC46 Aircraft to the Altus Air Force Base which will bring in 400 or more new airmen and pilots with their families. The City of Altus has committed to provide additional housing to accommodate this growth.

Nassany Land Company, LLC., is one of three developers who have approached the City with plans to provide these houses. City staff and the Planning Commission have approved the Preliminary Plat for Nassany Land Company, LLC's proposed development to be known as Mesquite Meadows. The Planning Commission and City Council have also approved rezoning for this development.

The Planning Commission has given conditional approval of the Final Plat. The condition being that the Developer must provide a set of design plans that comply with City standards and can be approved by City Staff.

The City Engineer has reviewed plans and details and has formally approved the design drawings. Section 7.312(E) of the Unified Development Code calls for approval by the City Council.

"No construction may take place until plans and specifications for municipal utilities are approved by the City Council..."

FUNDING: N/A

EXHIBITS: None

COUNCIL ACTION: Vote to Approve the Design Drawings for the Mesquite Meadows Addition Proposed for Development by George Nassany, Manager, Nassany Land Company, LLC.

STAFF RECOMMENDATION: Stated Council Action

Item No. _____

Date: November 17, 2015

AGENDA ITEM COMMENTARY

ITEM TITLE: Consider, Discuss and Vote to Authorize Mayor to Sign the Contract Approving Recommendation to Purchase Website Redesign and Hosting from CivicPlus (GSA Contract # GS-35F-0124U), 302 S. 4Th Street, Suite 500, Manhattan, KS 66502 And/Or Any Other Appropriate Action

INITIATOR: Jerry Gobson

STAFF INFORMATION SOURCE: Jerry Gibson

BACKGROUND: Our current website is almost four years old (active for three years). The current website is built on Drupal which is not user friendly, hard to maintain, and prone to outages. CivicPlus is an industry standard for municipal websites. CivicPlus will design and host a professional looking website. This will enable us to have a modern, mobile friendly web presence.

FUNDING: Savings from GIS purchase (below estimate)

	Initial Cost & Maintenance	1st year	2 nd year
Annual Investment Payments subject to annual 5% increase year three and beyond	\$28,848	\$5,835	\$5,835
Total Cost	\$40,518		

EXHIBITS: CivicPlus Quote, CivicPlus GSA Contract, List of City's using CivicPlus

COUNCIL ACTION: Vote to Authorize Mayor to Sign the Contract approving recommendation to purchase website redesign and hosting from CivicPlus (GSA Contract # GS-35F-0124U), 302 S. 4th Street, Suite 500, Manhattan, KS 66502.

STAFF RECOMMENDATION: Stated Council Action



ACHIEVING YOUR VISION

ALTUS, OKLAHOMA

MIKE SPENCER, REGIONAL SALES MANAGER



October 28, 2015

RE: Website Redesign Proposal

Dear Mr. Gibson:

Meeting the expectations of citizens is at the core of civic responsibility. Finding that perfect blend of functionality, ease of maintenance and citizen engagement can be daunting. Today's "what I want, when I need it" population is all about digital and timely responses. Saving time and money and increasing citizen satisfaction is every government entity's goal. How do you achieve both? It's easy with CivicPlus—we help you achieve your vision of success.

Our company is passionate about our mission to help make local government better. We are not just designing a website, we are helping build a trusted and long-term relationship between you and your community through our state-of-the-art technology and process. Our expertise lies in collaborating with our clients to deliver the right solution, housed within a sophisticated and custom design that captures the culture of your community.

How will we help you achieve your vision? With our proven, **The 5 Essentials**, process to creating functional and dynamic websites and teaming with CivicPlus on the journey, you will get where you want to go.

- **Vision** – Finding your way with clarity. Determine where you want to go, and why.
- **Alignment** – Moving forward...together. Clearly communicate your goals and plans to all stakeholders.
- **Usability** – Navigating your journey in style. Designing a website that is up-to-date, easy-to-navigate and user friendly.
- **Mobility** – Keeping your visitors in touch – wherever they access. Today's websites need to be accessible from any device.
- **Measurement** – Monitoring how successful your website is throughout the process and beyond. Analyze and adjust to meet your needs.

The following information will show you how the CivicPlus solution will reduce your staff's workload, respect your available budget and most importantly provide your community with a powerful online resource. A resource that promotes open and transparent access to your municipal offices and becomes an engaging communication hub for your community.

Please review our proposal closely. We encourage you to contact our references and find out for yourself their experiences working with CivicPlus. We think you will be impressed. With CivicPlus, you will save time, resources, and dollars by moving your communications online and your citizens will find what they need, when they need it. We look forward to working with you and your staff to help make your vision become a reality.

Sincerely,



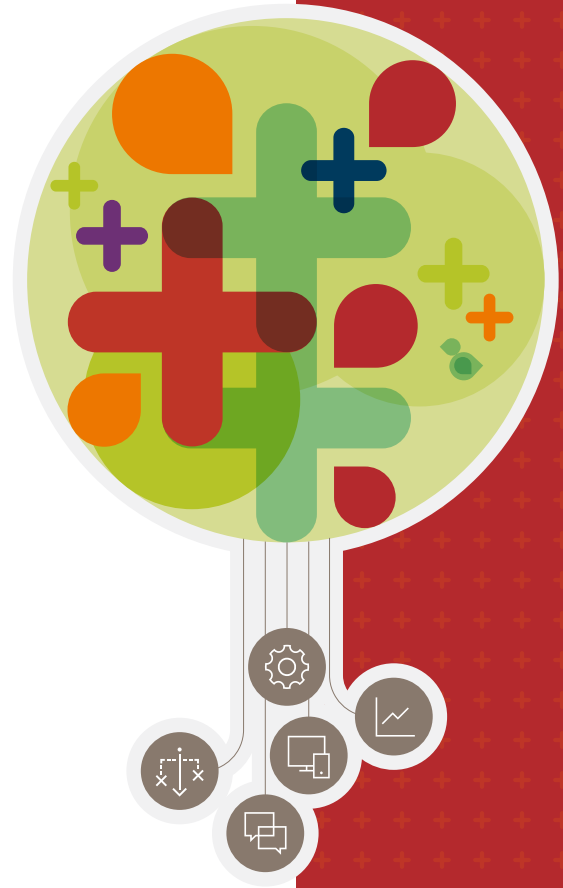
Mike Spencer, Regional Sales Manager
 Spencer@CivicPlus.com, 785-220-8510
 302 S. 4th Street, Suite 500, Manhattan, KS 66502

Attachment: CivicPlus Proposal - OK, Altus (1089 : CivicPlus)



TABLE OF CONTENTS

ACHIEVING YOUR VISION	4
CIVICPLUS COMPANY OVERVIEW	5
YOUR TEAM OF PROFESSIONALS	7
OUR PROJECT DEVELOPMENT APPROACH.....	8
SCOPE OF WORK.....	13
EXPERIENCE & CLIENT REFERENCES	15
HOSTING & SECURITY SERVICES	18
CONTINUING SERVICE & SUPPORT	20
COMPANY & CONTACT INFORMATION	21
PROJECT DEVELOPMENT ESTIMATE	22
CIVICPLUS FEATURES & FUNCTIONALITY	23
CIVICPLUS PREMIUM MODULES	24



ACHIEVING YOUR VISION

Altus' proactive vision to develop a user-friendly, self-service government web environment for its community and employees is commendable. You should have complete confidence that the firm you choose to achieve your vision and create your website is the right choice. Becoming your strategic, trusted partner is paramount to the professionals at CivicPlus.

Although you currently have a capable web presence, it's time for a new look with better functionality. CivicPlus will help you re-envision, re-new and re-invigorate your website. Working closely with you, we will assist in designing a new look, updated usability, accessibility and quality for the delivery and exchange of information for your audience.

Our approach to achieving your vision will include:

- **Unique Design** – A customized website design to meet your unique needs and desires. This will include project design, development, and implementation of our GCMS, as well as hosting and continual support.
- **eGovernment Content Management System (GCMS®)** - A robust and sophisticated management system which allows migration of existing content and ease of use for your staff to update and manage.
- **Customized Training** – Offered either onsite or virtually, our trainers will ensure your staff is ready to hit the ground running at Go Live.
- **Dedicated Project Team & Continuing Support**- Your dedicated team will assist you through the development process, and includes your project manager, expert designer, and a team of content experts to edit and optimize your website. Our support team ensures your complete satisfaction with our products for as long as you are part of the CivicPlus family.
- **Fully Responsive Design** - As part of providing industry-leading technology, responsive design is included with your CivicPlus site. With responsive design, your site adjusts to the screen size regardless of the device they are using.
- **Guaranteed Redesign** - At the end of your fourth year of continuous service with us, you are eligible to receive a basic website redesign with no further out-of-pocket expense. Your website stays current and doesn't need to be re-built from the ground up again!
- **CP Connection** - *THE* place to stay in the loop! Our online community for all CivicPlus clients provides you the venue to exchange ideas and best practices with other CP clients; continue training and learning more about our GCMS and support services.



OUR PHILOSOPHY

Deliver a unique and customized, fully responsive website design reflecting your vision.

Intuitive navigation and page layout with unlimited submenus and subpages.

True live editing and training so your staff can be efficient on day one of your new website.

Interactive functionality through our GCMS® and continuously updated, cutting-edge solutions designed by experts specifically for you.



CIVICPLUS COMPANY OVERVIEW



CivicPlus is the unique provider of the Government Content Management System (GCMS®)—the most innovative, user-friendly and comprehensive source for engaging eGovernment websites. Our clients' solutions are based on the latest in web coding technologies. They function across all major browsers, platforms (including mobile) and incorporate engaging features such as social media integration.

Today, under the leadership of founder Ward Morgan, CivicPlus has more than 200 staff members and continues to implement new technologies and services to maintain the highest standards of excellence and efficiency for our more than 1,900 clients with over 50,000 users. Our commitment to setting the standard in website design, management and government communication has been instrumental in making CivicPlus a leader in web design, communication programming and hosting. We consider it a privilege to partner with municipalities such as yours to provide your community a website that will serve your needs today and in the future.

Your new website will convey a sense of place for your community, be visually appealing and utilize the latest technology to provide a convenient source of information to communicate and engage your community – so they can find the information they need, when they want it.

Why should Altus choose CivicPlus to achieve its vision?

- We are driven by client service, not billings. Our goal is to become your trusted partner and deliver what you need.
- We set the industry standard and have the reputation to back it up, for helping governments better connect with citizens and constituents and we will bring that same expertise to your project.
- We deliver in-house professional consulting services to provide direction for your vision, alignment, consistency and peace of mind knowing your website will be what you need today and tomorrow.



DID YOU KNOW?

Our clients have won over 370 state and national awards for their websites designed and implemented by CivicPlus. We think our clients' success speaks for the quality of our work.

Attachment: CivicPlus Proposal - OK, Altus (1089 : CivicPlus)

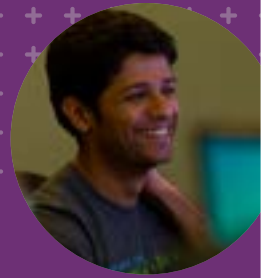


- We develop highly-usable, mobile responsive sites so your website is available anywhere at any time.
- We create a website specific to how you and your citizens will use it and design it to be both end-user and maintenance friendly. We securely host your site in our state-of-the-art facilities – keeping it safe.
We exceed industry standards maintaining over 99.7% up time for our clients' websites!
- Our proven step-by-step implementation process has been effective for clients throughout the United States, Canada and Australia.

- Since our inception nearly 20 years ago, our focus has been and continues to be, helping local governments work better and that involves knowing what you need to be successful in your procurement process. From the RFP process and finalization interviews to contract negotiation and approval to accounting and billing, CivicPlus brings the experience and familiarity with procurement processes to help keep your project moving forward and moving smoothly.

Our dedication to working closely with you throughout the project and developing a unique-to-you design ensures we deliver a website that is not only functional, but will **WOW** your visitors.

We can't wait to get started on yours!



HEAR FROM OUR CUSTOMER

"I became increasingly impressed with the capabilities of CivicPlus. We had other companies come in and do presentations; some of the websites were beautiful, but they weren't as interactive or integrated with other modules or they were limited as to what they could do. The fact that CivicPlus customized from scratch, not from a template was fantastic. Every module could ever think of and more was fully integrated with the site — which was a dream come true."

Tricia Dzuris
Assistant to Town Manager
Chelmsford, MA

Attachment: CivicPlus Proposal - OK, Altus (1089 : CivicPlus)



YOUR TEAM OF PROFESSIONALS

From project management, design and development to training and support, CivicPlus professionals will coordinate your needs with qualified, dedicated specialists who will work directly with you throughout your project development and beyond.



Mike Spencer – Regional Sales Manager

As your regional sales manager, I will initially work with you to determine the best solutions for your administrative users and website audience. My extensive knowledge of our GCMS®, website usability expertise and client-driven philosophy will ensure that we arrive at the best solution for your budget.

Katrina Lewison – Manager of Project Administration

Katrina leads our project management team. This team oversees inter-departmental and client interactions assuring that your project will be developed in a timely manner by professional website experts. Using their knowledge of effective online citizen engagement techniques, they will keep the process moving smoothly from phase to phase.



Jessica Jones – Manager of Content Development

Jessica's goal is to help make your website convey the messages you need. She heads our content development department. She will assign a team of developers to help you develop and maintain quality content for your site and keep your project on schedule.

Tony Ridder – Manager of Creative Services

Tony knows all things design. He is the head of our creative development and graphic representations and is responsible for each website overview and uniqueness. He leads our brilliant team of designers at CivicPlus and will team you with the right designer for your project.



Jim Steffensmeier – Manager of Training and Consulting

From consulting services to content development to technical specifications, our consulting and training department will assist you in developing the right message in the right way by the right team. He will coordinate his team of professionals to deliver the solutions you need to achieve your training and consulting success.

Troy Galvan - Manager of Account Management

After your GoLive date, Troy will assign an account manager to your project. Your account manager stays current on new CivicPlus products and will continue to optimize your site. This specialized team member will provide you with information on how to better engage your citizens utilizing the tools that CivicPlus has put into place on your website.



OUR PROJECT DEVELOPMENT APPROACH



Consulting, design, usability guidance, programming, secure hosting and dedicated training - CivicPlus delivers all of this and more during the development of your new website.

Typical Project Timeline	Timeline
Phase 1 – Website Optimization Includes: Needs assessment, best practices, and takeaways assigned.	4-6 weeks
Phase 2 - Website Layout Includes: Layout presentation, mood board and main navigation review, design feedback meeting and approval and takeaways assigned.	3-5 weeks
Phase 3 – Website Reveal Includes: Presentation of a functional website based on goals, recommendations and combined vision; final approval and takeaways assigned.	3-5 weeks
Phase 4 – Customized Training Includes: Customized to give your staff the skills they need to maintain your website.	3-4 weeks
Phase 5 – Go Live	3-5 weeks
Website Launch	16 - 24 Weeks (On Average)



Timeline 3-6 Weeks



Timeline 3-5 Weeks



Timeline 3-5 Weeks



Timeline 3-4 Weeks



Timeline 3-5 Weeks



Kick-Off Meeting

During the initial kick-off meeting, you will meet your project manager to establish your project timeline, review the startup kit and discuss the takeaway items that need to be completed. Your project manager will discuss the implications of deadlines and the expectations required to keep the project on track.

Phase 1: Website Optimization

Review Needs

We will review where you are now and discuss where you want to go.

Functionality, Design & Content

We will review how you want your website to look, feel and function.

Best Practices

We will discuss our CivicPlus content best practices and standards.

Phase 2: Website Layout

Based on your results and goals outlined during the website optimization phase, your project team will collaborate to present the most effective user interface for your website, ensuring a flexible design optimized to display in any format now and in the future.

Deliverables Include:

- **Layout:** You will be presented with a custom layout that showcases the placement of your navigation and key functionality. Very similar to the floor plan of a house, the layout will allow you to focus on where things are and if the function and proportion of the space is adequate.
- **Global Navigation:** Simple navigation and consistent page layouts ensure that your visitors can easily find the information they seek. We'll provide you with a best practice navigation for your new website based on your community engagement goals and our prior experience in working with government entities.
- **Mood Board:** Your Project Team will also present a custom mood board reflecting the color and imagery that will set the tone for your design. A mood board is a collection of colors, textures, images, graphics, text and descriptive words. These items will be applied to the floor plan you choose. Think of this as the paint that will be used on the canvas that you have chosen.



Timeline 3-6 Weeks



Timeline 3-5 Weeks



Timeline 3-5 Weeks



Timeline 3-4 Weeks



Timeline 3-5 Weeks



Phase 3: Website Reveal

Your Project Team will present your layout, functionality and design based on your goals, our recommendations and our combined vision.

Content Development

During the Kick-Off Meeting and Phase 1 your staff has the role of updating the content on your current primary site. While you are making design decisions, our content development team will optimize and reorganize your content based on CivicPlus best practices. Content from sites other than the primary site can be migrated to the new primary site for an additional fee.

The CivicPlus content usability experts research and establish their standards from the following resources: Jakob Nielsen, www.usability.gov and www.howto.gov. We will format and reorganize your content so it is easy for visitors to quickly scan and retrieve desired information. There is no limit to the pages you can create after you have gone through training.

Design Review

You will have the opportunity to evaluate and collaborate with the Project Team on proposed changes. You can revise your design composition up to the deadline that you and your project manager agree upon during the timeline meeting (the average client requests a total of three). After that deadline, your project's Go Live date will be adjusted. Following design approval and functionality development, we conduct a review to ensure your expectations are met and website best practices are upheld. Custom designs are rarely produced in anticipation of a project.

Copyright authorization and/or photography production are required unless you already have quality, usable photographs.

Accessibility Compliance

Our designers and programmers automatically implement all the accessibility features necessary to ensure your site is compliant with accessibility standards outlined within Section 508. We will make recommendations on best practices for keeping your content accessible and available for all users by ensuring that, among other things:

- All menu items are clickable
- Submenus display throughout the site
- Alt tags are used for images
- Site maps are dynamically generated
- Documents and links can be set to open in the same window

CivicPlus recognizes accessibility standards recommendations made by a variety of groups, including the World Wide Web Consortium (W3C) and the Web Accessibility Initiative (WAI) as written in the Web Content Accessibility Guidelines (WCAG). Through adherence to Section 508, CivicPlus is able to meet nearly all Priority One, Two and Three guidelines set forth in the WCAG. Those left unmet do not need to be addressed in order to allow basic access to content; some of the more stringent requirements of the WCAG may limit design and content development options.



Timeline 3-6 Weeks



Timeline 3-5 Weeks



Timeline 3-5 Weeks



Timeline 3-4 Weeks



Timeline 3-5 Weeks



Phase 4: Customized Training

Our goal for training is to give your staff the skills and tools they need to quickly and easily keep your website current. Trainers will work with you to ensure your staff is correctly trained. Before your site is launched, CivicPlus provides in-person or online webinar training to equip your staff with the knowledge, tools and comfort level needed to maintain the site's integrity upon Go Live.

Regardless of technical ability, we will help your staff gain the confidence to effectively maintain your website.

Features, Module & Page Creation Training

Included in our training for Administrators & Content Contributors will be delivering an understanding of your site's navigation and page layout and how these affect target audiences. We will instruct your staff on creating area-rights and back-end features for site administration as well as review all the modules included with your site. Your staff will learn how to create links, format text and lay out pages for usability and scannability.

CivicPlus training manuals and videos are available for download at no cost from our online resources.

**Phase 5: Go Live**

This is an exciting time; it is the last step before your new site launches! Your Project Team will provide you the information you need to prepare your site for Go Live.

Testing and Review

You typically have three weeks after training to become familiar with your site. This will allow you to add, create and make adjustments to content on your production site, as well as ensure overall satisfaction with your website. Content changes will display and function the same way before and after your Go Live date.

Upon completion of a collaborative final review of the website and a final spelling and links checkup by our Quality Control Team, your domain name is directed to the newly developed website.

You are now a part of the CivicPlus family and will continue to receive both technical and consultative support from our support and account management team.



Timeline 3-6 Weeks



Timeline 3-5 Weeks



Timeline 3-5 Weeks



Timeline 3-4 Weeks



Timeline 3-5 Weeks



Your Role

We will need your help to create the strongest possible website for your community. During the process, you will have homework. Yes, homework! We will need you to:

Assess Your Current Website

For the best consulting experience possible the following takeaways need to be completed prior to your consulting:

- **Functionality and Design Form** - Prior to starting this form, research other websites that you like based on functionality and design elements. Provide URLs and specifics about what you like. This form also asks for details on your community's tagline, logo and branding.
- **Web Team Form** - Prior to starting this form, please have an understanding of your project goals, focus and expectations. This allows your CivicPlus project team to develop a site specific to your needs and lays the foundation for developing a highly functional information architecture.
- **Content Form** – The information that you provide on this form will also help our content development professionals to assess your wants and needs.

Clean House and Update Content

We will need you to update the content on your current primary live website. This step is critical to guaranteeing the information available is relevant, fresh and on-point. Your staff should delete any pages from your current website that you no longer want or need and ensure the remaining information is applicable and up-to-date. If you are not able to access your current site, our team will work with you to ensure that your content needs are addressed.

Gather Photos and Logos

Collect pictures that will be used in the overall design and logos or branding that should remain consistent.

Department List

Provide a list of all departments in your organization.

Website Statistics

Provide statistics from your current site for the previous 12 months along with a list of all pages and downloaded documents.

Site Map

Provide the outline of your current site's navigational structure.

External Application List

Supply a list of all third-party or in-house applications being utilized.

Verbatim Content

Compile a list of any content on your current website that must be migrated verbatim to your new site.

Update Internet Browsers



Timeline 3-6 Weeks



Timeline 3-5 Weeks



Timeline 3-5 Weeks



Timeline 3-4 Weeks



Timeline 3-5 Weeks



SCOPE OF WORK

Kick-Off Meeting

Deliverable: Project timeline, training jump start, online forms, kick-off meeting

CivicPlus will:

- Assign a project manager to your project
- Conduct a project Kick-off meeting to review awarded contract
- Assign your dedicated project manager
- Establish communication plan for project duration
- Identify all key internal and external key stakeholders
- Develop project plan and timeline
- Provide project management and support

What we will need from you:

- Completion of: Functionality and Design Form, Web Team Form and Content Form (prior to Phase 1)
- Attend Kick-off meeting with key stakeholders and decision makers
- Approval of the project timeline
- Update current primary content and delete any pages no longer needed or not to be migrated.

Phase 1: Website Optimization

Deliverable: Website optimization meeting

CivicPlus will:

- Provide communication support and status to key stakeholders via email or phone as needed
- Review goals and expectations you submitted on the completed forms to ensure all needs are clearly understood

What we will need from you:

- Gather and provide statistics from the current website for the previous 12 months
- Collect graphics to be incorporated in the new site
- Submit a list of all divisions and/or departments within the organization
- Submit a list of third-party and in-house developed applications presently being utilized
- A site map or outline of the current website's navigational structure
- A list of any content on the primary website that must remain intact (verbatim)

Phase 2: Website Layout

Deliverable: Website grayscale layout and mood board color pallet presentation

CivicPlus will:

- Present one custom layout in grayscale and one mood board color palette including placement of navigation, graphic buttons and feature areas - based on previously determined goals
- Begin design development once approved

What we will need from you:

- Approval of and/or request changes to layout and mood board concepts
- Review of marketing packet material and guidelines
- Phase 2 - Website Layout billing milestone complete



Phase 3: Website Reveal

Deliverable: Website design and production

CivicPlus will:

- Present a fully functional website on production URL
- Migrate all agreed upon content pages
- Migrate Microsoft Word or .pdf documents of current, plus previous three years, of agendas and minutes
- Conduct a quality review of the website to ensure the statement of work is met, after approval of design and functionality
- Coordinate training needs

What we will need from you:

- Evaluate and provide feedback on design and content
- Collaborate with CivicPlus on proposed changes
- Provide all necessary DNS items identified
- Submit any revisions to design (until agreed deadline date determined during Kick-off meeting)
- Design changes requested after agreed deadline date, will cause Go Live date to be adjusted

Phase 4: 3 Days of On-Site Customized Training (for up to 12 staff members)

Deliverable: Train *System Administrator(s)* on GCMS® Administration, permissions, setting up groups and users, module administration. *Basic User* training on pages, module entries, applying modules to pages. Applied use and usability consultation

CivicPlus will:

- Provide training as agreed upon for staff members, based on internal daily task and workflow
- Train staff on GCMS®, including updating content pages and modules
- Provide access to online training manuals and videos for additional assistance

What we will need from you:

- Provide a location for training with internet access
- Provide computers for training purposes
- Phase 4 - Training billing milestone complete

Phase 5: Go Live

Deliverable: Custom website launched to the public.

CivicPlus will:

- Address system issues identified
- Redirect the domain name to the newly developed website once you sign off on the completed project

What we will need from you:

- Test GCMS® functionality and update the final site as per approved timeline
- Report any system issues
- Sign off on finalized site before Go Live





Irving, Texas
www.ci.irving.tx.us

Client since December 2013

Angie Kilbourne
 Web Content Specialist
 972-721-8038
akilbourne@cityofirving.org



HEAR FROM
 OUR CUSTOMERS

"Converting our old web site in to the modern County web presence would have cost more in time and frustration than the reasonable cost associated with hiring CivicPlus consulting staff to lead the way."

Snohomish County, WA
 David Stroble
 Business Analysis & Project Management Team

EXPERIENCE & CLIENT REFERENCES

We have assisted more than 1,900 clients throughout the United States, Australia and Canada with the design, implementation and hosting of new, engaging, innovative and functional websites. Included are just a few examples of relevant sites, similar in scope to your project, which we have designed. But don't take our word for the success of these sites. Contact our clients and let them tell you about their experiences working with CivicPlus. Want to see more? Just let us know...we have about 1,900 we can share with you!



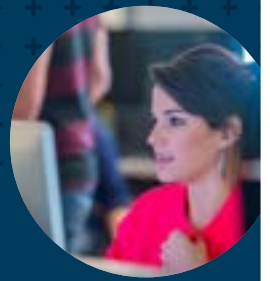


Forney, Texas

www.cityofforney.org

Client since February 2014

Leigh Corson
Director of Administrative
Services
972-564-7319
lcorsen@cityofforney.org



HEAR FROM OUR
CUSTOMERS

"A company is created by its people. The CivicPlus staff is phenomenal. CivicPlus is going to understand what your town means to you and your residents and how you want your town or city to appear. They are just as passionate about promoting your area as you are."

Castle Rock, Colorado

Karen McGrath



Plano, Texas

www.plano.gov

Client since March 2012

Melissa Peachey
Interim Marketing Director
972-941-7324
melissap@plano.gov

Attachment: CivicPlus Proposal - OK, Altus (1089 : CivicPlus)

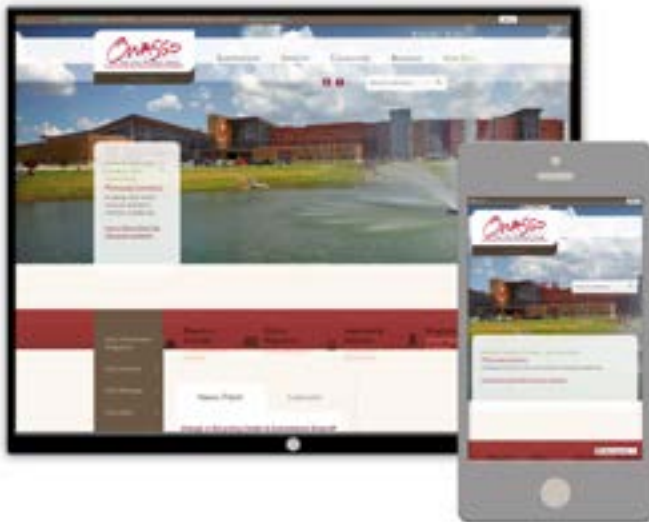




Inola, Oklahoma

www.inolaok.com

Deb Williamson
City Administrator
918-543-3172
debwilliamson@tds.net



Owasso, Oklahoma

www.cityofowasso.com

Teresa Wilson
IT Director
918-272-2251
twilson@cityofowasso.com



HOSTING & SECURITY SERVICES

CivicPlus protects your investment and takes hosting and security of our client sites seriously. Redundant power sources and internet access ensures consistent and stable connections. We invest over \$1.0m annually in to ensure we adapt to the ever-changing security landscape while providing maximum availability. To help ensure your site is protected at the level you need, CivicPlus offers two options for coverage.

Included Hosting & Security Package

Your system is monitored 24/7/365. CivicPlus' extensive, industry-leading process and procedures for protecting and hosting your site is unparalleled. From our secure data center facilities to constant and vigilant monitoring and updating of your system, including 99.7% guaranteed up-time. We've got you covered.

Platinum Hosting & Security Package

Ensuring your visitors can access your site and that it continues to be business as usual with least amount of interruption is attainable through the CivicPlus Platinum hosting and security. Cyber security is a high profile topic that makes the news almost daily. Every industry is a target, including local government. Our Platinum package protects your site through all of our included hosting and security features, but also adds the peace of mind of comprehensive and continuous DDoS protection. Our team has been pressure tested by high-profile events and has the experience and expertise to handle any situation. We've got you covered.

Ongoing Protection Services

If you choose the Included Package and experience a DDoS attack or threat, CivicPlus has mitigation and DDoS Advanced Security options that are available to you at the time of event. Whatever your needs are we have an option that will be a fit for your community.



Hosting & Security Features	Included Hosting & Security	Platinum Upgrade Hosting & Security
Data Center		
■ Highly reliable data center	✓	✓
■ Managed network infrastructure	✓	✓
■ On-site power backup & generators	✓	✓
■ Multiple telecom/network providers	✓	✓
■ Fully redundant network	✓	✓
■ Highly secure facility	✓	✓
■ System monitoring	24/7/365	24/7/365

Hosting		
■ Automated GCMS software updates	✓	✓
■ Server management & monitoring	✓	✓
■ Multi-tiered software architecture	✓	✓
■ Server software updates & security patches	✓	✓
■ Database server updates & security patches	✓	✓
■ Antivirus management & updates	✓	✓
■ Server-class hardware from nationally recognized provider	✓	✓
■ Redundant firewall solutions	✓	✓
■ High performance SAN with N+2 reliability	✓	✓
Bandwidth		
■ Multiple network providers in place	✓	✓
■ Unlimited bandwidth usage for normal business operations (does not apply in the event of a cyber attack)	✓	✓
■ Burst bandwidth	22 Gb/s	45 Gb/s
Disaster Recovery		
■ Emergency after-hours support, live agent (24/7)	✓	✓
■ On-line status monitor by Data Center	✓	✓
■ Event notification emails	✓	✓
■ Guaranteed recovery TIME objective (RTO)	8 hours	4 hours
■ Guaranteed recovery POINT objective (RPO)	24 hours	4 hours
■ Pre-emptive monitoring for disaster situations	✓	✓
■ Multiple data centers	✓	✓
■ Geographically diverse data centers	✓	✓
DDoS Mitigation		
Defined DDoS Attack Process		
■ Identify attack source	✓	✓
■ Identify type of attack	✓	✓
■ Monitor attack for threshold* engagement	✓	✓
DDoS Advanced Security Coverage		
■ Continuous DDoS mitigation coverage	Not Included Additional coverage available at time of event. (Additional fees apply)	✓
■ Content Distribution Network support		✓
■ Proxy server support		✓
■ Live User Detection service		✓

*Thresholds:

Traffic exceeds 25 Mb/s sustained for 2+ hours

Traffic over 1 Gb/s at any point during attack

CONTINUING SERVICE & SUPPORT



CivicPlus won't be with you just for the development, design and launch – we will be here year after year to respond to new needs and new opportunities for you to continue to have the best site possible. We offer all of our clients continuing support and additional advantages as a member of the CivicPlus family.

Dedicated Account Management

CivicPlus has a team of dedicated account managers to help you implement the tools needed to successfully meet the level of Community Engagement that you desire. Upon website Go Live, you will have a dedicated member of this team to help you keep up on new CivicPlus products and optimize your site. This specialized team member can provide you with further information on how to engage your citizens, utilizing the tools that CivicPlus has put into place on your new website.

Around-the-Clock Technical Support

Our support personnel are ready to answer your staff members' questions and ensure their confidence in using our site. When you choose CivicPlus, our knowledgeable staff is available from 7 a.m. to 7 p.m. (CST) to field your calls and emails, and emergency services are available after regular hours with our on-call staff 24-hours a day.

In addition to fielding support requests, CivicPlus is proactive in identifying any potential system issues. Through regularly scheduled reviews of site logs, error messages, servers, router activity and the internet in general, our personnel often identify and correct issues before they even affect our clients' websites. Our expertise in website management provides assurance to our clients that their site is in good hands.



Support	Maintenance of CivicPlus Application & Modules
7 a.m. – 7 p.m. (CST) Monday – Friday (excluding holidays)	Install service patches for OS system enhancements
24/7 Emergency Support	Fixes
Dedicated support personnel	Improvements
2-hour response during normal hours	Integration
Usability improvements	Testing
Integration of system enhancements	Development
Proactive support for updates & fixes	Usage License
Online training manuals	
Monthly newsletters	
Routine follow-up check-ins	
CivicPlus Connection	

COMPANY & CONTACT INFORMATION

Contact Information	Mike Spencer Regional Sales Manager Spencer@CivicPlus.com 785-323-4710	Primary Office	302 S. 4th Street, Suite 500 Manhattan, KS 66502 Toll Free 888-228-2233 Fax 785-587-8951
Incorporated In	State of Kansas	Company Website	www.CivicPlus.com
Legal Name	Icon Enterprises, Inc. d/b/a CivicPlus	Company Founder	Ward Morgan, President/CEO
GSA Contract	# GS-35F-0124U	TIPS/TAPS Contract	# 2092613
CMAS Contract	# 3-13-70-2966A		



PROJECT DEVELOPMENT ESTIMATE

All Quotes are in US Dollars and Valid for 60 Days from October 28, 2015.
Prices per project - fixed

Project Development & Deployment	Initial GCMS® upgrades, maintenance and support Migration of 140 pages of existing content	Included
----------------------------------	---	----------

Project Enhancements & Functionality	3 Days of On-Site Customized Training	Included
--------------------------------------	---------------------------------------	----------

Hosting & Security	Included Hosting server storage not to exceed 20 GB	Included
--------------------	---	----------

Total Investment Year 1

(Find out below how our CivicPlus Advantage alternative payment plan can assist you)

\$28,848



Ongoing Protection Services allows you to receive maximum benefit at minimal cost and protecting your investment is important. You'll receive system enhancements, maintenance and optimization and have full access to our support staff so your site stays up to date with our latest features and functionality. Includes redundant hosting services, daily backups, extensive disaster recovery plans, 24/7 support, software maintenance, system enhancements, recurring training, and access to the CivicPlus community.

Billed 12 months from contract signing - subject to annual 5% increase year three and beyond (Beginning Year 2)

\$5,835



CivicPlus Advantage eases the budgetary impact of your new site and provides a **level payment plan** option which will dramatically lower your Year 1 Investment, project development and start-up costs. Through a minimum four-year contract, this **zero interest plan** spreads your investment costs over the life of the contract.

	1st year	2nd year	3rd year	4th year
CivicPlus Advantage Annual Investment Payments	\$13,506	\$13,506	\$13,506	\$6,127



**CIVICPLUS
ADVANTAGE**

Find out below how our CivicPlus Advantage alternative payment plan can assist you.



**CIVICPLUS
REDESIGN
GUARANTEE**

At the end of your four year of continuous service with us, you are eligible to receive a brand new website redesign with no further out-of-pocket expense. Your website stays current and does not need to be re-built from the ground up again!

Attachment: CivicPlus Proposal - OK, Altus (1089 : CivicPlus)



CIVICPLUS FEATURES & FUNCTIONALITY

Developed for organizations that have a need to update their site frequently, CivicPlus provides a powerful government content management structure and website menu management system. The system allows non-technical employees the ability to easily update any portion of your website instantaneously. The CivicPlus Government Content Management System (GCMS®) utilizes Microsoft SQL Server, ASP, JavaScript and HTML for web development.

Each website begins with a unique design developed to meet your specific communication and marketing goals, while showcasing the individuality of your community. Features and capabilities are added and customized as necessary, and all content is organized in accordance with web usability standards.

Modules	Functionality
Agenda Center	Action Items Queue
Alerts Center & Emergency Alert Notification	Audit Trail / History Log
Archive Center	Automated PDF Converter
Bid Postings	Automatic Content Archiving
Blog	Dynamic Breadcrumbs
Business/Resource Directory	Dynamic Sitemap
Citizen Request Tracker™	Expiring Items Library
Community Connection	Graphic Link Administration
Community Voice™	Links Redirect
Document Center	Menu Management
ePayment Center or eCommerce Integration	Mouse-over Menu Structure
Facilities & Reservations	Live Editing and Page Creation
Frequently Asked Questions	Online Web Statistics
Forms Center	Printer Friendly/Email Page
Intranet	RSS
Job Postings	Site Layout Options
My Dashboard	Site Search & Entry Log
News Flash	Slideshow
Notify Me™ email and 500 SMS subscribers	Social Media Integration
Photo Gallery	User & Group Administration Rights
Quick Links	Web Page Upload Utility
Spotlight	Website Administrative Log
Staff Directory	



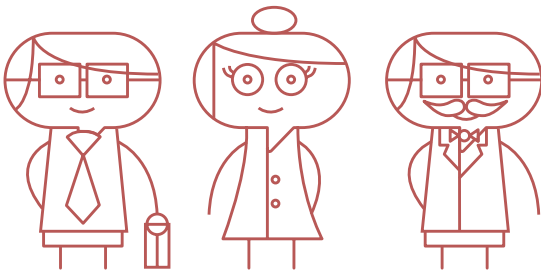
CIVICPLUS PREMIUM MODULES

- Agenda Center – Create and display agendas and minutes for various civic organizations
- Alert Center - Graphically show when there is an emergency or important notification
- Bid Postings - Simple and easy to use method of posting your bids
- Blog - Post opinions/information about various topics. Can also be set up to allow site visitors to comment and subscribe
- Business / Resource Directory – The *Yellow Pages* of your website
- Calendar – Create multiple calendars for various divisions and departments
- Citizen Request Tracker™ - Allow users to report a problem while providing follow-up communication with the point of contact
- Community Voice™ – Open forum in which citizens can interact while allowing you to showcase projects in your community
- Document Center – Organize and house documents in department or division folders and sub-folders
- Payment Center - Integrate eCommerce on your website with no third-party store to setup
- Facilities & Reservations - Facilities and meeting places in one convenient place allowing reservations online
- Form Center - Create custom online forms that can be completed and submitted online
- Frequently Asked Questions (FAQs) – Answer the most frequently asked questions from your visitors
- Job Postings - Post available jobs in an easy to access manner
- My Dashboard – Allow users to personalize their dashboard to stay updated on news, events, and information they care about
- NotifyMe™ - Send out mass emails to subscribers of specific lists and modules, includes 500 SMS subscribers
- News Flash - Post organizational news items, right on your home page, that are important to your citizens
- Opinion Poll – Interact with your site visitors by posting various questions and polls
- Photo Gallery - Store and display photos
- Quick Links - Place links on any page
- Spotlight – Allows you to highlight important text or widgets in a compact, easy-to-update module
- Staff Directory - Detailed contact information for your staff and offices

Social Networking & Gov 2.0

CivicPlus understands the importance of Gov 2.0 and how social networking sites like Facebook and Twitter help governments connect with their residents in unique and innovative ways. From community-centric pages on Facebook to real-time Twitter feeds that can deliver emergency alerts, we are dedicated to helping our clients integrate their web content into the most dynamic social media sites and make their marks in the world of Gov 2.0.

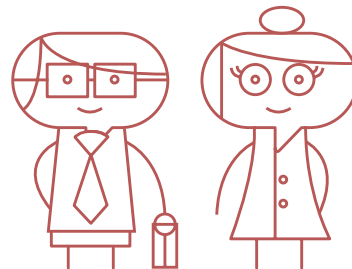
CivicPlus can sync your website to your Facebook and Twitter profiles to automatically publish news, notices, and calendar events on Facebook with a link to your website for more information. Twitter's short, 140-character "tweets"



offers a way to distribute information quickly and effectively. Other social networking sites (such as LinkedIn, YouTube, Pinterest, etc.) can be featured on your website as links to your profile on those websites.

Administrative Features

- **Instantaneous Updates** – Once published, updates are posted to the live site in real time.
- **Browser Based** – No installation of programs or software needed! Your staff can update the site from an internet connection or platform (Mac or PC) at any time.
- **Mobile Updates** – Immediately upgrade your site from any location using your tablet or phone.
- **Action Items** – Direct access to a queue of pending items to be published or reviewed by the administrator upon login.
- **Site Search and Search Log** – Powerful site search automatically indexes all content making it easy for visitors to find information. A log of all words that have been searched by visitors is kept, allowing you to update highly searched information and feature key items.
- **Automatic Alt Tags** – Built-in features ensure your site is Section 508 compliant without having to know the requirements.
- **Bad Links Identifier** - This module creates a list of the broken links on your site when they are accessed.
- **Content Creation** - The CivicPlus GCMS® makes it easy to add new content, edit old content, and keep page layout consistent through use of our *What You See Is What You Get* (WYSIWYG) editor. Content changes will not affect the design - site breadcrumbs, page structure and sitemaps will dynamically update upon publishing. With mega menus and drop-down, pop-out menu functionality, you can essentially get to any page on your website within a single click if desired!
- **Content Scheduling** - Material throughout the entire system can be set to auto-unpublish (expire) or it can be manually retired.
- **Content Versioning** - The GCMS includes version control, a history log for reviewing changes made within the system, file locking through our permission system and an archive of all published content.
- **Dynamic Layout** - The layout for your website will be determined by you and the designer. Placement of navigation and dynamic areas are important in guiding site visitors to key information quickly and easily.
- **Dynamic Page Components** - Events Calendar, FAQs, Opinion Poll, News Flash and other new features may be included as dynamic page components. Dynamic Page Components may be placed on any page and will help dedicated areas of the site appear as its own website. For example, the entry page for your Parks and Recreation Department can be customized with specific lists of events, FAQs and news announcements pertaining to that department.
- **Dynamic Breadcrumbs and Site Map** - Dynamic Breadcrumbs are used to show a visitor's location within the site. Breadcrumbs are automatically generated by our system. A dynamically generated site map automatically updates to reflect your new navigation if changes are made.
- **eCommerce Integration** - CivicPlus offers our ePayment Center in the GCMS, but we also work with numerous trusted third-party payment processors to handle payment and account information, allowing visitors to easily log on and pay bills ranging from property taxes to utilities.
- **History Log** - Easily tracks changes made to your website including items in your Page Menu, Archive Center, Document Center and more. History Log information is searchable, sortable and exportable.
- **Integration/Interfacing** - CivicPlus' integration services work cohesively with most third-party software applications. We have the capability to link with most software or databases currently utilized. Systems such as purchasing, taxes, assessment and utilities have been developed for many of our clients.



- **Intranet** - An intranet is a secure location on your website that allows employees and other groups to login and access non-public resources and information. You will have the ability to set up multiple intranet groups with varying view rights.
- **Levels of Rights** - Levels of Rights may be defined as publishers (create or publish) or authors (create but not publish), or as administrators of modules. Assigned groups may have the right to update their own content without affecting web pages, menu structure, top of page, banner or navigation.
- **LDAP Authentication** - LDAP authentication provides a powerful and simple way to manage users and permissions within our system by syncing your website with your existing active directory database - negating the need for multiple user upload and sign-on. Because LDAP authentication requires custom programming time, additional fees apply.
- **Link Redirects** - Instead of sending your users to <http://civicplus.com/248/Awards-and-Recognition>, you can send them to <http://civicplus.com/awards>. A more intuitive approach to help visitors find particular pages.
- **Maps** – Help website users find commonly requested information such as bus routes, highways, tourist attractions, education information, major employers, or demographics. Maps can be simple, clickable maps, using our Image Map Editor, or more sophisticated JavaScript or Flash (additional fees required for JavaScript or Flash development).
- **Printer Friendly** - Our printer friendly functionality does separates critical content from the site template to provide a clean print without menu structure and banner information included.
- **RSS Feeds** - RSS stands for Real Simple Syndication and in short, it brings your site to the people. After signing up, they receive email notifications of the latest news updates.
- **Supported Browsers** - CivicPlus websites are viewable in all common browsers. We optimize them for administrative use with Windows 2000+ and in the two most recent versions of major browsers including: Internet Explorer, Firefox, Safari and Chrome.
- **Website Statistics** - Administrators will be trained on the use and analysis of web statistics, provided through Piwik Analytics.

Application Programming Interfaces

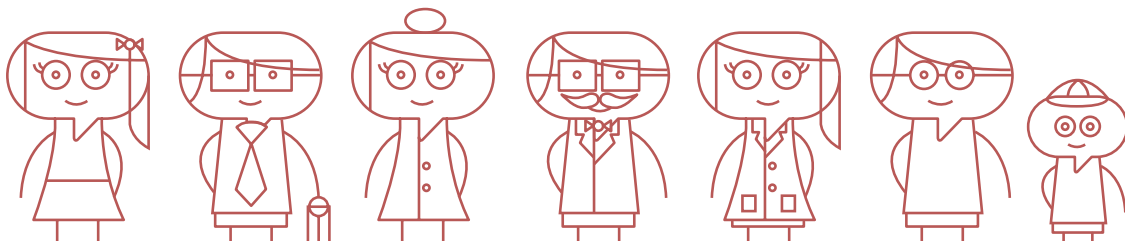
We have nearly a dozen application programming interfaces (APIs) throughout the system and continue to build more to make integrations with our GCMS® and disparate applications as straightforward as possible. It's this "open architecture" approach that allows your IT staff and programmers to spend time creating applications and systems that are specific to your community's needs and tie them into the site, using the site itself as a sturdy platform on which to build.

Media Center - Mobile Video

CivicPlus offers a robust mobile video experience as part of our Media Center solution. Consumption of mobile video is continuing to grow, and providing this option as part of your overall mobile experience is a must have to drive engagement. Media Center is available for an additional fee.

Mobile Video

- Just about any file format is supported and are easily searchable, shareable and accessible from all devices.
- Live streaming is also available—use for anything from traffic cams to beach cams (additional charges may apply).



**Contact Information****Organization**

URL

Street Address

Address 2

City

State

Postal
Code

CivicPlus provides telephone support for all trained clients from 7am –7pm Central Time, Monday-Friday (excluding holidays). Emergency Support is provided on a 24/7/365 basis for representatives named by the Client. Client is responsible for ensuring CivicPlus has current updates.

Emergency Contact & Mobile Phone**Emergency Contact & Mobile Phone****Emergency Contact & Mobile Phone****Billing Contact**

E-Mail

Phone

Ext.

Fax

Billing Address

Address 2

City

ST

Postal
Code

Tax ID #

Sales Tax
Exempt #

Billing Terms

Account
Rep

Info Required on Invoice (PO or Job #)

Contract Contact

Email

Phone

Ext.

Fax

Project Contact

Email

Phone

Ext.

Fax

Attachment: V 06.01.15 - 0159 - OK, Altus GSA Contract (1089 : CivicPlus)



GSA Contract Terms & Conditions

Invoicing & Payment Terms

1. As detailed in Exhibit A.1 – Project Development Scope of Work, one half of the total First Year Fee will be invoiced at the completion of the following phases:
 - a. Phase 2: Website Layout – one half of the Total Fees Year 1.
 - b. Phase 4: Customized Website Training - the remaining half of the Total Fees Year 1.
2. Year 2 Annual Services will be invoiced one (1) year from contract signing.
3. Each year this Agreement is in effect, a technology investment, not to exceed, 5 percent (%) of the total Annual Services costs will be applied.
4. Payment is due 30 days from date of invoice. Unless otherwise limited by law, a finance charge of 2.9 percent (%) per month or \$5.00, whichever is greater, will be added to past due accounts. Payments received will be applied first to finance charges, then to the oldest outstanding invoice(s).
5. Client allows CivicPlus to display a “Government Websites by CivicPlus” insignia, and web link at the bottom of their web pages. Client understands that the pricing and any related discount structure provided under this agreement assumes such perpetual permission.
6. If a client change in timeline causes CivicPlus to incur additional expenses (i.e. airline change fees), Client agrees to reimburse CivicPlus for those fees. Not to exceed \$1,000 per CivicPlus resource per trip.

Agreement Renewal

7. This contract shall remain in effect for a period of one year (12 months) from signing. In the event that neither party gives 60 days’ notice prior to the end of the initial or any subsequent term, this Agreement will automatically renew for an additional contract term. After 48 consecutive months under the terms of this contract and associated pricing, Client will be fully eligible for a CivicPlus Basic Redesign at no additional cost.
8. Either party may terminate the agreement at the end of the contract term by providing the other party with 60 days written notice prior to the contract renewal date.
9. In the event of early termination of this Agreement by the Client, Client forfeits eligibility for the CP Basic Redesign and payment of services rendered is due within 15 days of termination.
10. This contract may be extended to any municipality in the State of Oklahoma to purchase at contract prices in accordance with the terms stated herein.

Ownership & Content Responsibility

11. Upon full and complete payment of submitted invoices for the Project Development and launch of the website, Client will own the Customer Content (defined as website graphic designs, the page content, all module content, all importable/exportable data, and all archived information).
12. Upon completion of the development of the site, Client will assume full responsibility for website content maintenance and content administration. Client, not CivicPlus, shall have sole responsibility for the accuracy, quality, integrity, legality, reliability, appropriateness, and intellectual property ownership or right to use of all Customer Content.

Intellectual Property

13. Intellectual Property of the CivicPlus Government Content Management System (GCMS®) will remain the property of CivicPlus.
14. Client shall not (i) license, sublicense, sell, resell, transfer, assign, distribute or otherwise commercially exploit or make available to any third party the GCMS® software in any way; (ii) modify or make derivative works based upon the GCMS® software; (iii) create Internet “links” to the GCMS® software or “frame” or “mirror” any GCMS® administrative access on any other server or wireless or Internet-based device; or (iv) reverse engineer or access the GCMS® software in order to (a) build a competitive product or service, (b) build a product using similar ideas, features, functions or graphics of the GCMS® software, or (c) copy any ideas, features, functions or graphics of the GCMS® software. The CivicPlus name, the CivicPlus logo, and the product and module names associated with the GCMS® software are trademarks of CivicPlus, and no right or license is granted to use them.



Indemnification

15. Client and CivicPlus shall defend, indemnify and hold the other Party harmless, its partners, employees, and agents from and against any and all lawsuits, claims, demands, penalties, losses, fines, liabilities, damages, and expenses including attorney's fees of any kind, without limitation, in connection with the operations of and installation of software contemplated by this Agreement, or otherwise arising out of or in any way connected with the CivicPlus provision of service and performance under this Agreement. This section shall not apply to the extent that any loss or damage is caused by the gross negligence or willful misconduct on the part of either party.

Liabilities

16. CivicPlus will not be liable for any act, omission of act, negligence or defect in the quality of service of any underlying carrier or other service provider whose facilities or services are used in furnishing any portion of the service received by the Client.
17. CivicPlus will not be liable for any failure of performance that is caused by or the result of any act or omission by Client or any entity employed/contracted on the Client's behalf.
18. Client agrees that it is solely responsible for any solicitation, collection, storage, or other use of end-users' Personal Data on the website. Client further agrees that CivicPlus has no responsibility for the use or storage of end-users' Personal Data in connection with the website or the consequences of the solicitation, collection, storage, or other use by Client or by any third party of Personal Data.

Acceptance

We, the undersigned, agreeing to the conditions specified in this document, understand and authorize the provision of services outlined in this Agreement.

Client

Date

CivicPlus

Date

Sign and E-mail the entire contract with exhibits to:

Contracts@CivicPlus.com

We will e-mail a counter-signed copy of the contract back to you so we can begin your project.

CivicPlus does not require a physical copy of the contract, however, if you would like a physical copy of the contract, mail one (1) copy of the contract with original signature to:

CivicPlus Contract Manager
302 S. 4th Street, Suite 500
Manhattan, KS 66502

Upon receipt of signed original, we will counter-sign and return the copy for your files.

Attachment: V 06.01.15 - 0159 - OK, Altus GSA Contract (1089 : CivicPlus)



Exhibit A - CivicPlus Project Deliverables

All Quotes are in US Dollars and Valid for 30 Days from September 5, 2014.

Labor Category	GSA Hourly Rate with IFF	Hours	Total Cost
Website Consultant	\$149.01	10	\$1,490.10
Project Manager	\$135.86	55	\$7,472.30
Network Consultant	\$135.86	10	\$1,358.60
Wireless Network Technician	\$135.86	0	\$0.00
Programmer	\$131.48	10	\$1,314.80
Graphic Designer	\$109.57	40	\$4,382.80
Writer	\$109.57	0	\$0.00
Server and Network Technician	\$109.57	10	\$1,095.70
Trainer	\$109.57	45	\$4,930.65
PC Technician	\$89.41	8	\$715.28
Content Developer	\$80.64	75.5	\$6,088.32
Total First Year Fee (includes first year annual services of \$5,835)			\$28,848.55

Second Year Annual Services – 12 months from contract signing Server Storage not to exceed 20 GB Subject to annual 5% increase year 2 and beyond	\$5,835
---	----------------

Attachment: V 06.01.15 - 0159 - OK, Altus GSA Contract (1089 : CivicPlus)

Project Development and Deployment Includes the Following:	
Modules	Functionality
<ul style="list-style-type: none"> Agenda Center Alerts Center & Emergency Alert Notification Archive Center Bid Postings Blog Business/Resource Directory Calendar Citizen Request Tracker™ (5 users) Community Connection Community Voice™ Document Center ePayment Center Facilities & Reservations Frequently Asked Questions Forms Center Intranet Job Postings My Dashboard News Flash Notify Me® email and 500 SMS subscribers Photo Gallery Quick Links Real Estate Locator Spotlight Staff Directory 	<ul style="list-style-type: none"> Action Items Queue Audit Trail / History Log Automated PDF Converter Automatic Content Archiving Dynamic Breadcrumbs Dynamic Sitemap Expiring Items Library Graphic Link Administration Links Redirect Menu Management Mouse-over Menu Structure Online Editor for Editing and Page Creation (WYSIWYG) Online Web Statistics Printer Friendly/Email Page RSS Site Layout Options Site Search & Entry Log Slideshow Social Media Integration (Facebook, Twitter, Instagram) User & Group Administration Rights Web Page Upload Utility Website Administrative Log



Exhibit A.1 Project Development Scope of Work

Kick-Off <u>Deliverable:</u> Project Timeline, training jump start information, online forms, kick-off meeting	
CivicPlus will: <ul style="list-style-type: none"> • assign a project manager to this project • conduct a Project Kick-off to review awarded contract • establish communication plan for the duration of the project effort • work with Altus to identify all key internal and external project stakeholders • develop project timeline • provide access to CivicPlus University (online training manuals, videos and other resources) for the Altus staff 	Altus will: <ul style="list-style-type: none"> • complete the following prior to Phase 1: Functionality and Design Form, Web Team Form and Content Form, Roles and Responsibilities Form and DNS Form • review and approve of project timeline within 5 business days • attend a kick-off meeting with key stakeholders or decision makers • if modifications are required after the review of the initial project timeline, Altus has 10 business days to address the modifications and come to a consensus • approve the project timeline (limited to two reviews) prior to proceeding with the project • update the current primary live website content and delete any pages from the website that are no longer wanted or needed
Phase 1: Website Optimization <u>Deliverable:</u> Website Optimization Meeting	
CivicPlus will: <ul style="list-style-type: none"> • communicate status to Altus, key stakeholders and personnel via emails or phone calls as needed • review the goals and expectations submitted on the forms Altus completed to ensure Altus' needs are clearly understood • gather preliminary design data for use 	Altus will provide: <ul style="list-style-type: none"> • statistics from the current website from the past 12 months (optional) • pictures to be used in the overall design of the new website • a list of all divisions and/or departments within the organization • a list of third-party and in-house developed applications presently being utilized on the current website • a site map or outline of the current website's navigational structure if possible • a list of any content on the current primary website that must remain as is (verbatim) because of legal requirements
Phase 2: Website Layout <u>Deliverable:</u> Website grayscale layout and mood board color pallet presentation	
CivicPlus will: <ul style="list-style-type: none"> • present one custom layout in grayscale form and one mood board color palette based on the goals determined in the previous phase. The presented layout will show the placement of the navigation, graphic button and feature areas. The mood board will reflect the color and imagery that will represent the tone of the design • begin development of the website design upon layout and mood board approval 	Altus will: <ul style="list-style-type: none"> • approve one layout and the mood board • review marketing packet material and guidelines • Website Layout billing milestone complete



Phase 3: Website Reveal <u>Deliverable:</u> Website design and production website.	
CivicPlus will: <ul style="list-style-type: none"> • present a fully functional website on a production URL • migrate 137 content pages from www.altusok.gov to the production URL • conduct a quality review of the website to ensure the functionality and usability standards are met • work with Altus to adjust design and content changes • work with Altus to prepare for training • migrate current plus the past three years Agendas & Minutes in Microsoft Word.DOC or Adobe PDF format 	Altus will: <ul style="list-style-type: none"> • evaluate the website design and content and provide CivicPlus with feedback • collaborate with CivicPlus on proposed changes • revise the design according to the approved timeline • if revised design changes are requested after the design approval timeline date, the project's Go Live date will be adjusted out (training and billing milestones will remain as per approved timeline) • provide CivicPlus will all the necessary DNS items identified for the website
Phase 4: 3 Days of Onsite Customized Training (for up to 12 staff members) <u>Deliverable:</u> Train System Administrator(s) on GCMS® Administration, permissions, setting up groups and users, module administration. Basic User training on pages, module entries, applying modules to pages. Applied use and usability consulting to result in effective communication through your website.	
CivicPlus will: <ul style="list-style-type: none"> • provided training to Altus before the website goes live • train up to 12 Altus staff members based on internal daily tasks and workflow • train staff members on how to use the GCMS®, update content pages and modules 	Altus will: <ul style="list-style-type: none"> • provide a location for training in Altus with internet access • provide computers for staff to be trained on • Phase 4: Training billing milestone complete
Phase 5: Go Live <u>Deliverable:</u> Custom website launched to the public.	
CivicPlus will: <ul style="list-style-type: none"> • address system issues and bugs that Altus finds • redirect the domain name to the newly developed website as per approved timeline 	Altus will: <ul style="list-style-type: none"> • test and update the final site as per approved timeline • notify CivicPlus on any system issues or bugs found in the website
Project Enhancements <ul style="list-style-type: none"> • CivicMedia (with 10 GB of storage) 	



Exhibit B – Redesign Details

CivicPlus Project Development Services & Scope of Services for CP Basic Redesign

- New design for all items originally contracted for (main site, department headers and subsites)
- Redevelop banner
- Redevelop navigation method (may choose top drop-down or other options)
- Design setup - wireframe
- Redevelop graphic elements of website (Newsflash, FAQs, Calendar, etc.)
- Project Management
- Testing
- Review
- Content Migration – Includes retouching of all existing published pages to ensure proper formatting, and application of new site styles. Note: Content will **not** be rewritten, reformatted or pages broken up (shortened or re-sectioned)
- Site styles and page layouts will be touched so all pages match the new design and migrate cleanly
- Spelling and broken links will be checked and reported if unable to correct

Attachment: V 06.01.15 - OK, Altus GSA Contract (1089 : CivicPlus)

**Exhibit C - Premium Included Hosting**

Data Center	<ul style="list-style-type: none"> • Highly Reliable Data Center • Managed Network Infrastructure • On-Site Power Backup & Generators • Multiple telecom/network providers • Fully redundant Network • Highly Secure Facility • 24/7/365 System Monitoring
Hosting	<ul style="list-style-type: none"> • Automated GCMS® Software Updates • Server Management & Monitoring • Multi-tiered Software Architecture • Server software updates & security patches • Database server updates & security patches • Antivirus management & updates • Server-class hardware from nationally recognized provider • Redundant firewall solutions • High performance SAN with N+2 reliability
Bandwidth	<ul style="list-style-type: none"> • Multiple network providers in place • Unlimited bandwidth usage for normal business operations (does not apply in the event of a cyber attack) • 22 Gb/s burst bandwidth
Disaster Recovery	<ul style="list-style-type: none"> • Emergency After-hours support, live agent (24/7) • On-line status monitor at data center • Event notification emails • Guaranteed recovery TIME objective (RTO) of 8 hours • Guaranteed recovery POINT objective (RPO) of 24 hours • Pre-emptive monitoring for disaster situations • Multiple data centers • Geographically diverse data centers
DDoS Mitigation	<ul style="list-style-type: none"> • Defined DDoS Attack Process <ul style="list-style-type: none"> • Identify attack source • Identify type of attack • Monitor attack for threshold engagement

Attachment: V 06.01.15 - 0159 - OK, Altus GSA Contract (1089 : CivicPlus)



Exhibit D - Support and Maintenance

Support Services

CivicPlus' on-site support team is available from 7:00 am to 7:00 pm CT to assist clients with any questions, concerns or suggestions regarding the functionality and usage of CivicPlus' GCMS® and associated applications. The support team is available during these hours via CivicPlus' toll-free support number and e-mail. Support personnel will respond to calls as they arrive (under normal circumstances, if all lines are busy, messages will be returned within two hours; action will be taken on e-mails within four hours), and if Client's customer support liaison is unable to assist, the service escalation process will begin.

Emergency support is available 24-hours-a-day for designated, named Client points-of-contact, with members of both CivicPlus' project management and support teams available for urgent requests. Emergency support is provided free-of-charge for true emergencies (ie: website is down, applications are malfunctioning, etc.), though Client may incur support charges for non-emergency requests during off hours (ie: basic functionality / usage requests regarding system operation and management). The current discounted rate is \$175/hour.

CivicPlus maintains a customer support website that is accessible 24-hours-a-day with an approved client username and password.

Service Escalation Processes

In the event that CivicPlus' support team is unable to assist Client with a request, question or concern, the issue is reported to the appropriate CivicPlus department.

Client requests for additional provided services are forwarded to CivicPlus' Client Care personnel.

Client concerns/questions regarding GCMS® or associated application errors are reported to CivicPlus' technical team through CivicPlus' issue tracking and management system to be addressed in a priority order to be determined by CivicPlus' technical team.

All other requests that do not meet these criteria will be forwarded to appropriate personnel within CivicPlus' organization at the discretion of the customer support liaison.

Included Services:	
Support	Maintenance of CivicPlus GCMS®
7 a.m. – 7 p.m. (CST) Monday – Friday (excluding holidays)	Install Service Patches for OS
24/7 Emergency Support	System Enhancements
Dedicated Support Personnel	Fixes
Usability Improvements	Improvements
Integration of System Enhancements	Integration
Proactive Support for Updates & Fixes	Testing
Online Training Manuals	Development
Monthly Newsletters	Usage License
Routine Follow-up Check-ins	
CivicPlus Connection	



Exhibit E - CivicPlus Service Level Agreement

CivicPlus will use commercially reasonable efforts to make the GCMS® available with a Monthly Uptime Percentage (defined below) of at least 99.7%, in each case during any monthly billing cycle (the "Service Commitment"). In the event CivicPlus does not meet the Service Commitment, you will be eligible to receive a Service Credit as described below.

Definitions

- "Monthly Uptime Percentage" is calculated by subtracting from 100% the percentage of minutes during the month in which the GCMS, was "Unavailable." Monthly Uptime Percentage measurements exclude downtime resulting directly or indirectly from any Exclusion (defined below).
- "Unavailable" and "Unavailability" mean:
 - The HTML of the home page of the site is not delivered in 10 seconds or less 3 times in a row when tested from inside our network and returns a status of 200.
 - The Main page of the site returns a status other than 200 or 302 3 times in a row.
- A "Service Credit" is a dollar credit, calculated as set forth below, that we may credit back to an eligible account.

Service Commitments and Service Credits

Service Credits are calculated as a percentage of the total charges paid by you (excluding one-time payments such as upfront payments) for the month accordance with the schedule below.

Monthly Uptime Percentage

Less than 99.7%

Service Credit Percentage

1% of one month's fee

We will apply any Service Credits only against future payments otherwise due from you. Service Credits will not entitle you to any refund or other payment from CivicPlus. A Service Credit will be applicable and issued only if the credit amount for the applicable monthly billing cycle is greater than one dollar (\$1 USD). Service Credits may not be transferred or applied to any other account. Unless otherwise provided in the Client Agreement, your sole and exclusive remedy for any unavailability, non-performance, or other failure by us to provide the service is the receipt of a Service Credit (if eligible) in accordance with the terms of this SLA.

Credit Request and Payment Procedures

To receive a Service Credit, you must submit a claim by opening a case with Support. To be eligible, the credit request must be received by us by the end of the second billing cycle after which the incident occurred and must include:

1. the words "SLA Credit Request" in the subject line;
2. the dates and times of each Unavailability incident that you are claiming;
3. the affected Site domains; and
4. Any documentation that corroborate your claimed outage.

If the Monthly Uptime Percentage of such request is confirmed by us and is less than the Service Commitment, then we will issue the Service Credit to you within one billing cycle following the month in which your request is confirmed by us. Your failure to provide the request and other information as required above will disqualify you from receiving a Service Credit.

SLA Exclusions

The Service Commitment does not apply to any unavailability, suspension or termination of GCMS®, or any other GCMS® performance issues: (i) that result from a suspension; (ii) caused by factors outside of our reasonable control, including any force majeure event or Internet access or related problems beyond the demarcation point of CivicPlus; (iii) that result from any actions or inactions of you or any third party; (iv) that result from your equipment, software or other technology and/or third party equipment, software or other technology (other than third party equipment within our direct control); (v) that result from any maintenance as provided for pursuant to the Client Agreement; or (vi) arising from our suspension and termination of your right to use the GCMS® in accordance with the Client Agreement (collectively, the "SLA Exclusions"). If availability is impacted by factors other than those used in our Monthly Uptime Percentage calculation, then we may issue a Service Credit considering such factors at our discretion.



Disaster Recovery Feature Service Commitment

CivicPlus will use commercially reasonable efforts to make insure that in the event of a disaster that make the Primary data center unavailable (defined below) Client site will be brought back online at a secondary data center (the "Service Commitment"). In the event CivicPlus does not meet the Service Commitment, you will be eligible to receive a Service Credit as described below.

Definitions

- "Datacenter availability" is determined by inability to provide or restore functions necessary to support the Service. Examples of necessary functions include but are not limited Cooling, Electrical, Sufficient Internet Access, Physical space, and Physical access.
- A "Service Credit" is a dollar credit, calculated as set forth below, that we may credit back to an eligible account.
- Recovery Time Objective (RTO) is the most anticipated time it will take to bring the service back online in the event of a data center event.
- Recovery Point Objective (RPO) the amount of data lost that is considered acceptable.

Service Commitments and Service Credits

Service Credits are calculated as a percentage of the total charges paid by you (excluding one-time payments such as upfront payments) for the month accordance with the schedule below.

Recovery Time Objective

8 Hours

Service Credit Percentage

10% of one month's fee

Recovery Point Objective

24 Hours

Service Credit Percentage

10% of one month's fee

Attachment: V 06.01.15 - 0159 - OK, Altus GSA Contract (1089 : CivicPlus)

Ken Pike

From: Jerry Gibson
Sent: Tuesday, October 27, 2015 2:05 PM
To: Ken Pike
Subject: FW: OK cities using Civic Plus

Thanks,

Jerry

From: Matt Wojnowski
Sent: Tuesday, October 27, 2015 1:52 PM
To: Jerry Gibson <jgibson@altusok.gov>
Subject: OK cities using Civic Plus

Broken Arrow
Edmond
Midwest City
Owasso
Ardmore
Ponca City
Sapulpa
Sand Springs
Claremore
McAlester
Chickasha
Miami

Thanks,

Matt Wojnowski
Assistant City Manager

TEAM ALTUS

Attachment: list of citys (1089 : CivicPlus)

Item No. _____

Date: November 17, 2015

AGENDA ITEM COMMENTARY

ITEM TITLE: Consider, Discuss and Vote to Approve a Memorandum of Understanding (MOU) Between the City of Altus and the Jackson County Health Department to Authorize the Use of the Altus Community Center During a Public Health Emergency Response, or Take Any Other Appropriate Action.

INITIATOR: Rosalyn Hall Jackson County Health Department

STAFF INFORMATION SOURCE: City Attorney; Emergency Services Director

BACKGROUND: Rosalyn Hall, Local Emergency Response Coordinator, Jackson County Health Department has requested that the City of Altus approve a Memorandum of Understanding (MOU) by and between the City and the Jackson County Health Department for the use of the Altus Community Center on Falcon Road during a public health emergency response. Staff has no objection to this MOU, but wants the City Council to know that the City has a previous agreement with the Altus Public Schools for use of the Altus Community Center in the event of a bomb threat at the adjacent, across the street, Altus Intermediate School at 1221 North Howse Street. **This request is in line with the City-County Emergency Operations Plan.**

FUNDING: N/A

EXHIBITS: Memorandum of Understanding (MOU) from Jackson County Health Dept.

COUNCIL ACTION: Vote to Approve a Memorandum of Understanding (MOU) Between the City of Altus and the Jackson County Health Department to Authorize the Use of the Altus Community Center During a Public Health Emergency Response, or Take Any Other Appropriate Action.

STAFF RECOMMENDATION: Stated Council Action



Oklahoma State Department of Health
Creating a State of Health

MEMORANDUM OF UNDERSTANDING City of Altus

This is a **Memorandum of Understanding** mutually agreed and entered into by and between **Jackson County Health Department** and **City of Altus**. It is the policy of the state to authorize and provide coordination of activities relating to disaster prevention, preparedness, response, and recovery.

A public health emergency may result in the need of the Jackson County Health Department and community to provide public health and /or medical services to a large number of citizens within a short time period. The parties here do mutually desire to reach an understanding that will result in making the City of Altus and associated personnel/supplies/resources available to the Jackson County Health Department for use during a public health emergency response.

Now, therefore, it is mutually agreed between the parties as follows:

1. The City of Altus agrees that it will permit to the extent of its ability and upon the request of the Jackson County Health Department, the use of the Altus Community Center by the Jackson County Health Department **within 12 hours of the request** and for the time period being requested, for mass clinics for disease prevention and control activities.
2. Designate 2 points of contact for the facility in case of emergency:
 - a. Person should have the authority to open the building to health care workers and the public.
 - b. A Facilities management point of contact, who will work with the Jackson County Health Department personnel to ensure proper set-up within the designated area(s) of the facility.
 - c. City of Altus and identified primary and backup points of contact agree to participate in quarterly recalls conducted by Jackson County/Oklahoma State Department of Health and will provide updated 24/7 contact information as necessary.
3. Allow the facility to be visited by members of the Oklahoma State Department of Health, Centers for Disease Control and Prevention and other county or city officials working in conjunction to provide emergency preparedness activities.
4. As part of this agreement, City of Altus can expect the Jackson County Health Department to:
 - a. Provide a point of contact to answer questions that our institution might have regarding these health related activities
 - b. Provide any post-event cleanup that is required.
6. The parties shall review this agreement at least annually. Modifications shall be made upon mutual written agreement of the parties. Either party may terminate this agreement upon written notice to the other party.

The parties having read and understood the foregoing terms of this agreement do by their respective signatures dated below hereby agree to the terms thereof.

Jack Smiley, Mayor

Date

Karen Weaver, Administrator Jackson County Health Dept.

Date

Attachment: MOU Health Dept Community C 2015 (1095 : MOU Health Dept for Community Center)

Item No. _____

Date: November 17, 2015

AGENDA ITEM COMMENTARY

ITEM TITLE: Consider, Discuss and Vote to Approve a Memorandum of Understanding (MOU) Between the City of Altus and the Jackson County Health Department to Authorize the Use of the Altus City Gym During a Public Health Emergency Response, or Take Any Other Appropriate Action.

INITIATOR: Rosalyn Hall Jackson County Health Department

STAFF INFORMATION SOURCE: City Attorney; Emergency Services Director

BACKGROUND: Rosalyn Hall, Local Emergency Response Coordinator, Jackson County Health Department has requested that the City of Altus approve a Memorandum of Understanding (MOU) by and between the City and the Jackson County Health Department for use of the City Gym, 601 Katy Drive, during a public health emergency response. **This request is in line with the City-County Emergency Operations Plan.**

FUNDING: N/A

EXHIBITS: Memorandum of Understanding (MOU) from Jackson County Health Dept.

COUNCIL ACTION: Vote to Approve a Memorandum of Understanding (MOU) Between the City of Altus and the Jackson County Health Department to Authorize the Use of the Altus City Gym During a Public Health Emergency Response, or Take Any Other Appropriate Action.

STAFF RECOMMENDATION: Stated Council Action



Oklahoma State Department of Health
Creating a State of Health

MEMORANDUM OF UNDERSTANDING City of Altus

This is a **Memorandum of Understanding** mutually agreed and entered into by and between **Jackson County Health Department** and **City of Altus**. It is the policy of the state to authorize and provide coordination of activities relating to disaster prevention, preparedness, response, and recovery.

A public health emergency may result in the need of the Jackson County Health Department and community to provide public health and /or medical services to a large number of citizens within a short time period. The parties here do mutually desire to reach an understanding that will result in making the City of Altus and associated personnel/supplies/resources available to the Jackson County Health Department for use during a public health emergency response.

Now, therefore, it is mutually agreed between the parties as follows:

1. The City of Altus agrees that it will permit to the extent of its ability and upon the request of the Jackson County Health Department, the use of the City Gymnasium by the Jackson County Health Department **within 12 hours of the request** and for the time period being requested, for mass clinics for disease prevention and control activities.
2. Designate 2 points of contact for the facility in case of emergency:
 - a. Person should have the authority to open the building to health care workers and the public.
 - b. A Facilities management point of contact, who will work with the Jackson County Health Department personnel to ensure proper set-up within the designated area(s) of the facility.
 - c. City of Altus and identified primary and backup points of contact agree to participate in quarterly recalls conducted by Jackson County/Oklahoma State Department of Health and will provide updated 24/7 contact information as necessary.
3. Allow the facility to be visited by members of the Oklahoma State Department of Health, Centers for Disease Control and Prevention and other county or city officials working in conjunction to provide emergency preparedness activities.
4. As part of this agreement, City of Altus can expect the Jackson County Health Department to:
 - a. Provide a point of contact to answer questions that our institution might have regarding these health related activities
 - b. Provide any post-event cleanup that is required.
6. The parties shall review this agreement at least annually. Modifications shall be made upon mutual written agreement of the parties. Either party may terminate this agreement upon written notice to the other party.

The parties having read and understood the foregoing terms of this agreement do by their respective signatures dated below hereby agree to the terms thereof.

Jack Smiley, Mayor

Date

Karen Weaver, Administrator Jackson County Health Dept.

Date

Attachment: MOU Health Dept City Gym 2015 (1096 : MOU Health Dept for CITY GYM)